The relief described hereinbelow is SO ORDERED.

Signed April 08, 2010.

Ronald B. King
United States Chief Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

In re:	§	**CHAPTER 11**
ALAMO IRON WORKS, INC., et al.,[1]	§	**Case No. 10-51269**
Debtors.	§	**Jointly Administered**

INTERIM AGREED ORDER AUTHORIZING LIMITED USE OF CASH COLLATERAL, OBTAINING CREDIT SECURED BY SENIOR LIENS, AND GRANTING ADEQUATE PROTECTION

CAME ON FOR CONSIDERATION the *Emergency Motion for Interim and Final Orders Pursuant to Sections 105, 361, 362, 363, 364, 503 and 507 of the Bankruptcy Code (I)(A) Authorizing Debtors to Use Cash Collateral, (B) Authorizing Debtors to Obtain Postpetition Financing, (C) Granting Security Interests and Superpriority Administrative Expense Status to Postpetition Lender, and (D) Granting Adequate Protection to Prepetition Lender; (II)*

[1] the Debtors are the following entities: Alamo Iron Works, Inc., Southwest Wholesale Supply Co., Inc., Alamo Advertising, Inc., and AlaMark Technologies, L.P.

Scheduling a Final Hearing; and (III) Granting Related Relief (the "**Financing Motion**") filed by the above-captioned debtors, as debtors-in-possession (the "**Debtors**"), seeking, *inter alia*, pursuant to Sections 105, 361, 362(a), 363(c), 364(c)(1), 364(c)(2), 364(c)(3), and 364(d)(1) of Title 11 of the United States Code (the "**Bankruptcy Code**"), and Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), the following:

(i) authority for the Debtors to use Cash Collateral (as defined below) of PNC Bank, National Association ("**PNC**", "**Lender**" or the "**DIP Lender**") in accordance with the terms and conditions set forth herein;

(ii) authority for the Debtors to obtain post-petition loans and other extensions of credit from PNC in an amount not to exceed $6,500,000 (the "**DIP Facility**"), including, without limitation, principal, other extensions of credit, interest, fees, expenses, and other costs of PNC in these bankruptcy cases of the Debtors (the "**Cases**"), in accordance with the terms and conditions set forth herein and in the attached Debtor-in-Possession Financing Agreement and Amendment To Revolving Credit, Term Loan and Security Agreement (the "**DIP Agreement**" or "**Amendment**"),[2] the Credit Agreement (as defined in the DIP Agreement) and the Other Documents (as defined in the DIP Agreement), as modified by the DIP Agreement, and all related documents;

(iii) authority for the Debtors to execute, deliver, and perform under the DIP Facility, the Credit Agreement and Other Documents, and all other related agreements and

[2] A copy of the DIP Agreement is attached hereto as Exhibit "1", and incorporated herein as if set forth *in haec verba*. Any express conflict between the DIP Agreement and this Financing Order shall be governed by the terms and conditions of this Financing Order. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the DIP Agreement.

documents creating, evidencing, or securing indebtedness of the Debtors to PNC on account of the DIP Facility or granting or perfecting liens or security interests by the Debtors in favor of and for the benefit of PNC on account of the DIP Facility, as the same now exists or may hereafter be amended, modified, supplemented, ratified, assumed, extended, renewed, restated, or replaced, and any and all of the documents currently executed or to be executed in connection therewith or related thereto, including, without limitation, the DIP Agreement, by and among the Debtors and PNC, the terms of which are referenced and incorporated herein as if set forth *in haec verba* (collectively, the "**DIP Facility Documents**");

(iv) approval of the terms and conditions of the DIP Facility and the DIP Facility Documents as so executed and delivered;

(v) modification of the automatic stay of Bankruptcy Code § 362 (the "**Automatic Stay**") to the extent provided herein;

(vi) granting of first priority liens and adequate protection to PNC with respect to its interests in the DIP Collateral (as defined in the accompanying DIP Agreement);

(vii) granting of adequate protection to PNC with respect to its interests in the Pre-Petition Collateral (as defined below);

(viii) the advancing of funds in connection with certain Pre-Petition Obligations (as defined below) under the Pre-Petition Loan Documents (as defined below) under the DIP Facility; and

(ix) authorizing the indefeasible transfer of Cash Collateral to and for the benefit of PNC as set forth herein.

1. The Debtors and PNC have represented to this Court that they have agreed in good faith to the terms and conditions of the DIP Agreement and this *Interim Agreed Order Authorizing Limited Use of Cash Collateral, Obtaining Credit Secured by Senior Liens, and Granting Adequate Protection* (this "**Financing Order**" or "**Interim Order**").

2. The parties hereto have stipulated and agreed as follows, and based upon the pleadings and evidence at the interim hearing before this Court, this Court hereby acknowledges said stipulations, and grants the relief herein, on an interim basis, pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2) to prevent immediate and irreparable harm to the Debtors and their estates. Therefore, consistent with Bankruptcy Code §§ 361, 362, 363, and 364, this Court hereby finds and Orders:

OPPORTUNITY TO OBJECT

3. Pursuant to Bankruptcy Rule 4001(d)(2), any objection to the entry of a final order on the Financing Motion must be filed on or before 5:00 p.m. Central Time on Monday, April 26, 2010 (the "**Objection Date**"). A final hearing on the Financing Motion shall take place on Thursday, April 29, 2010, at 2:00 p.m., before the Honorable Ronald E. King, United States Bankruptcy Judge, at the United States Bankruptcy Court, (the "**Final Hearing**"). Objections shall be in writing and shall be filed with the Clerk of the Bankruptcy Court so that any such objections are received on or before the Objection Date.

4. The Debtors and PNC have represented to the Court that they have negotiated at arm's length and have been represented by counsel, acted in good faith in the negotiation and preparation of this Financing Order, and intend to be and are bound by its terms. The terms of this Financing Order reflect the Debtors' exercise of prudent business judgment under exigent circumstances and are consistent with their fiduciary duties and are supported by reasonably equivalent value and fair consideration.

STATEMENT OF JURISDICTION

5. This Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

NOTICE

6. Notice of the Financing Motion and the interim hearing with respect thereto has been given to prevent immediate and irreparable harm pursuant to Bankruptcy Rules 2002, 4001, and 9006 and the Local Rules, and as required by Bankruptcy Code §§ 102, 105, 361, 362, 363, and 364. Other than the notice provided for herein, no further notice of the relief sought in the Financing Motion is necessary.

FACTUAL AND PROCEDURAL BACKGROUND

7. On April 5, 2010 (the "**Petition Date**"), the Debtors filed their voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors have continued in the management and possession of their businesses and properties as debtors-in-possession pursuant to Bankruptcy Code §§ 1107 and 1108.

8. On April 6, 2010, the Court conducted the interim hearing on the Financing Motion and pronounced interim approval of the Financing Motion as set forth herein.

9. An official committee of unsecured creditors (the "**Committee**") has not been appointed in these Cases as of the date hereof.

PNC's Pre-Petition Obligations

10. The Debtors stipulate that, pursuant to the Pre-Petition Loan Documents (as defined below) and applicable law, PNC holds valid, enforceable, and allowable claims against the Debtors (including, without limitation, the Obligations as defined in the PNC Credit Agreement) as of the Petition Date, in an aggregate amount equal to at least $10,080,938 of non-

contingent and contingent amounts and, to the extent applicable, unpaid principal, plus any and all other fees, cost, expenses, charges, other debts and Obligations (as defined in the Pre-Petition Loan Documents) of the Debtors to PNC and under the Pre-Petition Loan Documents (as defined below) and applicable law (the "**Pre-Petition Claims**" or "**Pre-Petition Obligations**").

11. The Debtors stipulate that the Pre-Petition Obligations constitute allowed, legal, valid, binding, enforceable, and non-avoidable obligations of the Debtors, and shall not be subject to any offset, defense, counterclaim, avoidance, recharacterization, or subordination pursuant to the Bankruptcy Code or any other applicable law, and that the Debtors do not possess and shall not assert any claim, counterclaim, setoff, or defense of any kind, nature, or description which would in any way affect the validity, enforceability and non-avoidability of any of the Pre-Petition Obligations.

The Pre-Petition Loan Documents

12. The Debtors stipulate that the Pre-Petition Obligations are evidenced by certain documents executed and delivered to PNC by the Debtors, including, without limitation, that certain Revolving Credit, Term Loan and Security Agreement, dated December 23, 2009 between AIW and Southwest, as Borrowers, and PNC Bank, National Association, as Lender and Agent (as amended, restated, supplemented or otherwise modified from time to time, the "**PNC Credit Agreement**" or "**Credit Agreement**").

13. The PNC Credit Agreement and all notes, security agreements, assignments, pledges, mortgages, deeds of trust, guaranties, forbearance agreements, letters of credit, subordination agreements, and other instruments or documents executed in connection therewith or related thereto shall be referred to herein as the "**Pre-Petition Loan Documents** or the "**Pre-Petition Claim Documents**." True and correct copies of certain of the Pre-Petition Loan Documents are retained by the Debtors, and will be available to interested parties upon request.

14. The Debtors stipulate that the Pre-Petition Loan Documents are genuine, valid, existing, and legally enforceable.

The Pre-Petition Collateral

15. The Debtors stipulate that the Pre-Petition Obligations evidenced by the Pre-Petition Loan Documents are secured by perfected first priority liens and security interests in, *inter alia*, all personal and real property of the borrowers thereunder as more fully described in the Pre-Petition Loan Documents as the "Collateral," including, without limitation, a pledge of all their accounts receivable, inventory, equipment, real estate, general intangibles, instruments, investment property, cash and cash equivalents, letters of credit, letter-of-credit rights and supporting obligations, deposit accounts, commercial tort claims; and accessions to, substitutions for, and replacements, proceeds (including stock rights), insurance proceeds, and products of the foregoing, and any general intangibles at any time evidencing or relating to any of the foregoing (collectively, the "**Pre-Petition Collateral**"). PNC's liens and security interests in the Pre-Petition Collateral were granted pursuant to, *inter alia*, the Pre-Petition Loan Documents.

16. The Debtors stipulate that PNC has properly perfected its first priority liens and security interests and other liens in the Pre-Petition Collateral, subject only to the liens set out on Schedule 1.2-1 of the PNC Credit Agreement (the "**Prior Liens**"), the DIP Facility, and this Financing Order as evidenced by, among other things, the Pre-Petition Loan Documents, documents held in possession of PNC and documents filed with the appropriate state, county, and other offices.

Default by the Debtors

17. The Debtors stipulate that the borrowers under the PNC Credit Agreement are in default of their debts and obligations to PNC under the terms and provisions of the Pre-Petition Loan Documents. The Debtors stipulate that these defaults exist, have not been timely cured,

and are continuing. The Debtors stipulate that the filing of these Cases has accelerated the Pre-Petition Obligations for all purposes in these Cases and in connection with PNC's enforcement of its rights and remedies under applicable non-bankruptcy law. The Debtors stipulate that the Pre-Petition Obligations remain due and owing to PNC without any claim, counterclaim, setoff, or defense of any kind, nature, or description.

PNC's Interests

18. The Debtors stipulate that PNC holds, or will hold as a result of this Financing Order (in each case subject to Prior Liens, if any), enforceable, first priority perfected liens and security interests in the Pre-Petition Collateral and Cash Collateral (as defined below), plus any and all other property of the estate, real and personal, including, without limitation, to the extent provided under Bankruptcy Code § 552(b), any other provision of the Bankruptcy Code, this Financing Order, or applicable law, to secure the Pre-Petition Obligations and the DIP Facility, plus, without limitation, any other amounts allowable under the Bankruptcy Code and applicable law (the "**Lender's Interests**").

CASH COLLATERAL

PNC's Cash Collateral

19. The Debtors stipulate that, to the extent of the Lender's Interests, all cash of the Debtors' bankruptcy estate, wherever located, and all cash equivalents, whether in the form of negotiable instruments, documents of title, securities, deposit accounts, investment accounts, retainers, or in any other form, which represent income, proceeds, products, rents, or profits of the Collateral (as defined below) that were on the Petition Date in the Debtors' possession, custody or control (or persons in privity with the Debtors), or in which the Debtors will obtain an interest during the pendency of these Cases whether via advances under the DIP Facility or otherwise, or which represent income, proceeds, products, rents, or profits of the Collateral

(collectively, the "**Cash Collateral**"), shall constitute the cash collateral of PNC. The Debtors stipulate that PNC has first priority perfected liens and security interests in the Cash Collateral pursuant to the applicable provisions of the Pre-Petition Loan Documents, Bankruptcy Code §§ 363(a) and 552(b), and this Financing Order, but subject to Prior Liens.

20. The Debtors shall segregate and account to PNC for all Cash Collateral that they now possess, that they have permitted to be transferred into the possession of others (if any), that is being held by those in privity with the Debtors, or that the Debtors might hereafter obtain or have any interest in. The Debtors shall account to PNC for the receipt and use, if any, of the Cash Collateral received by the Debtors since the Petition Date and prior to the entry of this Financing Order. Absent a further order of this Court or the consent of PNC in its sole discretion[3], the Debtors are strictly prohibited from using the Cash Collateral except as expressly provided for herein.

Need For and Consent to Limited Use of Cash Collateral

21. PNC does not consent to the Debtors' use of Cash Collateral except in strict accordance with the terms and conditions contained in this Financing Order. The relief hereunder is necessary to avoid immediate and irreparable harm to the estate because, without the use of Cash Collateral, the Debtors will not have the funds necessary to maintain their assets, sell or otherwise liquidate their assets, provide financial information, pay necessary employees, payroll taxes, overhead, and other expenses necessary to maximize the value of the Debtors' assets. The Debtors require the use of Cash Collateral as provided herein.

22. Good, adequate, and sufficient cause has been shown to justify the granting of the relief requested herein. The use of Cash Collateral will benefit the Debtors and their estates.

The ability of the Debtors to maximize the value of their assets depends upon the Debtors' ability to use the Cash Collateral. Accordingly, the use of Cash Collateral by the Debtors is actual and necessary to preserving their estates.

Authorization for Limited Use of Cash Collateral

23. The Debtors are hereby authorized, on a limited basis, to use Cash Collateral only in strict accordance with the terms and conditions provided in this Financing Order.

DIP FACILITY

Need for DIP Facility

24. Without the use of Cash Collateral and the DIP Facility, the Debtors will not have the funds necessary to maintain their assets, sell or otherwise liquidate their assets, provide financial information, pay necessary employees, payroll taxes, overhead, and other expenses necessary to maximize the value of their assets. The use of the Cash Collateral and obtaining the DIP Facility is actual and necessary to preserving the Debtors and their estates. PNC is willing to provide the DIP Facility to or for the benefit of the Debtors only in accordance with the terms of the DIP Agreement and this Financing Order.

25. The Debtors have requested that PNC provide use of Cash Collateral and the DIP Facility in order to provide funds to be used for the purposes set forth in the DIP Budget (as defined below), and such other purposes as required by this Financing Order and to which PNC consent in writing.

26. The Debtors have sought to obtain financing from other sources and are unable to obtain credit allowable under Bankruptcy Code § 503(b)(1), or pursuant to Bankruptcy Code §§ 364(a) and (b), on terms more favorable to them than the terms of the DIP Facility.

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[3] Any consent or approval of PNC required under this Financing Order or the DIP Agreement shall require PNC's

27. The terms of the DIP Facility and this Financing Order are fair, just, and reasonable under the circumstances, are ordinary and appropriate for secured financing to a debtor-in-possession, reflect the Debtors' exercise of their prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration. The terms and conditions for the use of Cash Collateral and of the DIP Facility and this Financing Order have been negotiated in good faith and at arms' length by and among the Debtors, on the one hand, and PNC, on the other hand, with all parties being represented by counsel. Any credit extended under, or Cash Collateral consented to be used pursuant to, the terms of this Financing Order and the DIP Facility shall be deemed to have been extended or consented to be used in good faith by PNC, as the term "good faith" is used in Section 364(e) of the Bankruptcy Code.

Authorization to Obtain Credit

28. The Debtors are hereby authorized to obtain credit only in accordance with the DIP Agreement, the DIP Facility, this Financing Order and the DIP Budget (as defined below).

29. The Debtors are hereby authorized to obtain post-petition loans and other extensions of credit in an amount not to exceed $6,500,000 pursuant and subject to the terms of this Financing Order and the DIP Agreement. The DIP Facility is a revolving loan facility and all advances thereunder shall be subject to the limitations as set forth the DIP Agreement.

Superpriority Liens and Administrative Claims

30. PNC is entitled to and is hereby granted first priority claims, priming liens and the protections of good faith credit providers under Bankruptcy Code §§ 364(c)(1), (c)(2), and (c)(3), 364(d)(1), and 364(e) to secure the DIP Facility, senior to all other liens and security interests,

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consent or approval in its sole discretion.

including adequate protection and replacement liens granted pursuant to the terms of this Financing Order, which liens and security interests shall secure all DIP Facility amounts (and including, without limitation, principal and any other extensions of credit, interest, fees, expenses, and any fees and expenses of PNC in these Cases, however incurred, but subject only to Prior Liens).

31. The first priority and priming liens and security interests securing the DIP Facility granted hereby are valid and automatically perfected first priority priming liens and security interests, subject only to Prior Liens, in and upon the DIP Collateral and any and all of the properties and assets of the Debtors and the Debtors' bankruptcy estates, both real and personal, including, without limitation, all Collateral (as defined in the Pre-Petition Loan Documents), cash, accounts, inventory, equipment, general intangibles, contracts, intellectual property of all kinds including patents, trademarks, trade names, service marks and copyrights, securities, instruments, investment property, deposit accounts, chattel paper, warehouse receipts, bills of lading, tax refunds of any nature, insurance proceeds, insurance premium refunds, deposits of any kind, security deposits, retainers, utility deposits, bonds and proceeds of same, claims of any kind, causes of action of any kind (whether by contract or tort, common law or statutory, equitable or otherwise and including Bankruptcy Code Chapter 5 causes of action), oil and gas interests, leasehold interests in real estate or personal property and customer lists, whether acquired before or after the Petition Date, whether now owned and existing or hereafter acquired, created, or arising, and all products, proceeds, rents, revenues, and profits thereof (including, without limitation, claims of the Debtors against third parties for loss or damage to such property), and all accessions thereto, substitutions and replacements therefor, and wherever located (collectively with the Lender's Interests, the "**Collateral**").

32. Additionally, on account of the DIP Facility and use of Cash Collateral, PNC is hereby granted superpriority administrative claims and all other benefits and protections allowable under Bankruptcy Code §§ 507(b) and 503(b)(1), senior in right to all other administrative claims against the estate.

Cash Collateral Accounts

33. The Debtors shall immediately, and shall continue to, segregate, remit, and deposit all Cash Collateral in the accounts established in their names, possession, custody or control and which they may receive in the future, in accordance with the DIP Agreement and the Pre-Petition Loan Documents. The bank accounts of the Debtors (individually or collectively, the "**Cash Collateral Accounts**") shall be in the name of the Debtors, but PNC shall have full dominion and control over such accounts. If requested or required by PNC, the Debtors will sign account control and blocked account agreements relating to the Cash Collateral Accounts in order to evidence PNC's dominion and control.

34. The Debtors shall be prohibited from withdrawing funds from the Cash Collateral Accounts, except in strict compliance with the terms of this Financing Order, the DIP Facility and the Pre-Petition Loan Documents.

35. If applicable, the Debtors may instruct PNC, in writing, or in another manner acceptable to PNC, to stop payment on certain prepetition items that may be presented to PNC for payment. In the event an item is presented, and regardless of whether the Debtors have not given a stop payment order, and such item is cleared, PNC will have no liability regarding same and the Debtors' sole remedy shall be recovery from the transferee.

36. As adequate protection of PNC's interests in the Pre-Petition Collateral and the Cash Collateral, any and all Cash Collateral in the Cash Collateral Accounts shall be transferred on a daily basis to PNC (and PNC is hereby authorized to effectuate such transfers) and applied

against either the Pre-Petition Obligations or the DIP Facility, as determined in PNC's sole and absolute discretion, in accordance with the terms of the Pre-Petition Loan Documents, the DIP Facility Documents, and this Financing Order, until such time as the Pre-Petition Obligations and the DIP Facility are indefeasibly paid and satisfied in full.

37. All funds transferred to PNC hereunder constitute Cash Collateral of PNC. In the event that any funds so transferred are ever determined not to be Cash Collateral, and PNC expressly reserves all rights and remedies in connection with any such determination of same, such funds so transferred shall be subject to the super-priority, adequate protection, and replacement liens of PNC for the DIP Facility, the use of Cash Collateral, and decrease in the value of the PNC's interests in property of these bankruptcy estates in accordance with the terms of this Financing Order.

ADEQUATE PROTECTION OF PNC'S INTERESTS

Budgeted Cash Collateral Usage

38. As adequate protection of the PNC's interests in the Collateral and for the Debtors' use of Cash Collateral and only so long as an Event of Default (as defined herein) shall not have occurred, the Debtors are authorized to and shall use the Cash Collateral (including the advances under the DIP Facility) strictly in accordance with the budget attached hereto as Exhibit "2" (the "**DIP Budget**"), subject to permitted variances in the DIP Budget, other than with respect to the Carve-Out Budget (as defined herein), as follows: as to sales; a 15% per week variance for the first two calendar weeks of these Cases and a 12% per week variance thereafter, not to exceed 12% cumulatively; as to receipts and disbursements, a 12% variance for the first calendar week of these Cases and a 10% per week variance, not to exceed 10% cumulatively. Notwithstanding the foregoing, there shall be no variance above the agreed-upon Carve-Out. There shall no variances attributable or allowed with respect to the Carve-Out Budget. Prior to

any use of Cash Collateral by the Debtors, their Chief Restructuring Officer ("**CRO**")[4] shall review and verify the proposed transfer or use of Cash Collateral for strict compliance with the DIP Budget, DIP Agreement and this Financing Order. Debtors and PNC may by notice to all parties modify the DIP Budget from time to time. Any modifications to the DIP Budget may only be made upon the written agreement of PNC in its sole discretion.

39. PNC's consent to use of Cash Collateral and agreement to extend credit extends only to (i) amounts due under the DIP Facility and the Pre-Petition Loan Documents, and (ii) amounts actually incurred in accordance with the DIP Budget. Upon the occurrence of an Event of Default, PNC's consent to use of Cash Collateral or agreement to extend credit shall automatically and immediately terminate and any consent for use of Cash Collateral or agreement to extend credit to satisfy projected, budgeted expenditures shall be immediately terminated and deemed withdrawn.

40. Except as may specifically be provided in the DIP Budget including, without limitation, for ordinary course payroll, benefits, and expense reimbursements, the Debtors agree that no transfer of Cash Collateral shall be made to any of the Debtors' insiders, as that term is defined in Bankruptcy Code § 101. Any budgeted transfers to insiders shall be so identified in the DIP Budget.

41. The DIP Budget may be modified in writing only with the prior written consent of PNC in its sole discretion.

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[4] The DIP Agreement provides for the engagement of a CRO for the Debtors.

Replacement, Adequate Protection and Other Liens; Adequate Protection Payments; Superpriority Administrative Claims

42. Taking into account all factors in these Cases, as adequate protection of the PNC's interests, including, without limitation, PNC's interests in the Pre-Petition Collateral and the Collateral and for the Debtors' use of Cash Collateral, and subject only to Prior Liens, if any, and the liens relating to the DIP Facility, PNC is hereby granted, effective as of the Petition Date, valid and automatically perfected first priority replacement liens and security interests in and upon the Collateral and all other property of the Debtors and their estates. In addition, any and all claims (including, without limitation, the Pre-Petition Obligations or Prepetiton Obligations) of, and Obligations (as defined in the Pre-Petition Loan Documents) owed to, PNC under the Pre-Petition Loan Documents and the DIP Facility shall be deemed post-petition obligations of the Debtors for all purposes and shall be afforded all benefits and protections afforded to the DIP Facility hereunder and shall be secured by the Pre-Petition Collateral, DIP Collateral and Collateral. Further, and in addition to all other rights and remedies it may have at law or in equity, PNC shall have the right of setoff and recoupment as to any estate funds held by PNC on account of the Debtors.

43. As additional adequate protection for PNC's interests, the Debtors shall pay monthly installments of principal and interest under for the Term Loan (as defined in the Pre-Petition Loan Documents) based upon an interest rate equal to the applicable Default Rate of interest under the Pre-Petition Loan Documents relating thereto.

44. To the extent any adequate protection is insufficient to adequately protect the PNC's interests, PNC is hereby granted superpriority administrative claims and all of the other benefits and protections allowable under Bankruptcy Code § 507(b), junior only in right to any superpriority administrative claims granted to PNC on account of the DIP Facility.

Automatic Perfection

45. This Financing Order, the Pre-Petition Loan Documents, and the DIP Facility Documents shall be sufficient and conclusive evidence of the priority, perfection, attachment, and validity of all of PNC's security interests in and liens on the Collateral and DIP Collateral, and the liens and security interests granted and created by this Financing Order, constitute valid, automatically perfected and unavoidable security interests, with the priorities granted hereunder and thereunder, without the necessity of creating, filing, recording, or serving any financing statements or other documents that might otherwise be required under federal or state law in any jurisdiction or the taking of any other action to validate or perfect the security interests and liens granted to PNC by this Financing Order and the DIP Facility Documents.

46. To the extent that any applicable non-bankruptcy law otherwise would restrict the granting, scope, enforceability, attachment, or perfection of PNC's liens and security interests authorized, ratified, or created by this Financing Order or otherwise would impose filing or registration requirements with respect to such liens, such law is hereby pre-empted to the maximum extent permitted by the Bankruptcy Code, applicable federal law, and the judicial power of the United States Bankruptcy Court.

47. By virtue of the terms of this Financing Order, to the extent that PNC has filed Uniform Commercial Code financing statements, mortgages, deeds of trust, or other security or perfection documents under the name of the Debtors, such filings shall be deemed to properly perfect their liens and security interests granted under this Financing Order without further action.

48. If PNC shall, in its discretion, elect for any reason to file any Uniform Commercial Code financing statements or other recordable documents to evidence perfection of its interests in property of the estates, PNC is authorized or, upon PNC's request, the Debtors are

authorized and directed, to execute, or cause to be executed, all such financing statements or other documents, and the filing, recording, or service (as the case may be) of such financing statements or similar documents shall be deemed to have been made at the time of and on the Petition Date, and the signature(s) of any person(s) designated by the Debtors, whether by letter to PNC or by appearing on any one or more of the agreements or other documents respecting the security interests and liens of PNC granted hereunder, shall bind the Debtors and their estates. PNC may, in its sole and absolute discretion, execute such documents on behalf of the Debtors as the Debtors' attorney-in-fact, or file a certified copy of this Financing Order in any filing or recording office in any county or other jurisdiction in which the Debtors have real or personal property, and, in such event, the subject filing or recording officer is authorized and directed to file or record such documents or certified copy of this Financing Order.

Authorization to Act

49. The Debtors are hereby authorized and directed to perform all acts, take any action, and execute and comply with the terms of such other documents, instruments and agreements, as PNC may reasonably require as evidence of and for the protection of the Collateral, or that may be otherwise reasonably deemed necessary by PNC to effectuate the terms and conditions of this Financing Order and the DIP Facility.

50. Until all of the DIP Facility and the Pre-Petition Obligations shall have been indefeasibly paid and satisfied in full by their terms, and without further order of the Court: (a) the Debtors shall use the DIP Facility proceeds and all Cash Collateral strictly in accordance with the terms of the requirement of the DIP Budget, DIP Facility Documents and Pre-Petition Loan Documents and other terms of this Financing Order; (b) the Debtors shall not, without prior written approval from the Court and PNC, engage in any transaction that is not in the ordinary course of the Debtors' business, and (c) the Debtors shall timely comply with all of the

covenants set forth in the DIP Facility Documents to the extent not rendered impossible or commercially impracticable as a result of existing defaults or the filing of the Case.

Prior Liens

51. The security interests and liens of PNC granted pursuant to the terms of this Financing Order are subject to the Prior Liens but without prejudice to the rights of any party in interest, including PNC, to object to the validity, priority, or extent of such Prior Liens, or the allowance of such debts secured thereby, or to institute any actions or adversary proceedings with respect thereto. The post-petition liens granted to PNC pursuant to this Financing Order shall not at any time be (a) made subject or subordinated to, or made pari passu with any other lien, security interest existing as of the Petition Date, or claim or created under sections 363 or 364 of the Bankruptcy Code or otherwise (except the Prior Liens), or (b) subject to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estate under section 551 of the Bankruptcy Code.

No Additional Liens

52. Until the DIP Facility and the Pre-Petition Obligations are fully satisfied by their terms, the Debtors shall not be authorized to obtain credit secured by a lien or security interest in the Pre-Petition Collateral, Cash Collateral, DIP Collateral or Collateral, other than the DIP Facility, without the prior written consent of PNC in its sole discretion or order of the Court upon reasonable notice.

No Liability

53. From and after the Petition Date, no act committed or action taken by PNC under this Financing Order, the collection of the Pre-Petition Obligations, or the DIP Facility shall be used, construed, or deemed to hold PNC to be in "control" of or participating in the governance, management, or operations of the Debtors for any purpose, without limitation, or to be acting as

a "responsible person(s)" or "owner(s) or operator(s)" or a person(s) in "control" with respect to the governance, management, or operation of the Debtors or their business (as such terms, or any similar terms, are used in the Internal Revenue Code, WARN Act, Comprehensive Environmental Response, Compensation and Liability Act, or the Bankruptcy Code, each as may be amended from time to time, or any other federal or state statute, at law, in equity, or otherwise) by virtue of the interests, rights, and remedies granted to or conferred upon PNC under the Pre-Petition Loan Documents, the DIP Facility Documents, or this Financing Order including, without limitation, such rights and remedies as may be exercisable by PNC in connection with this Financing Order.

Automatic Stay

54. The Automatic Stay is hereby vacated and modified to the extent necessary to permit (a) the Debtors, and PNC to commit all acts and take all actions necessary to implement the DIP Facility and this Financing Order and (b) all acts, actions, and transfers contemplated herein, including, without limitation, transfers of Cash Collateral and other funds to PNC by the Debtors as provided herein.

Collateral Insurance, Maintenance, Taxes, and Deposits

55. The Debtors shall maintain, with financially sound and reputable insurance companies, insurance of the kind covering the Collateral, and in accordance with the Pre-Petition Loan Documents and the DIP Facility Documents (covering such risks in amounts as shall be satisfactory to PNC and shall name PNC as loss payee thereunder), including, without limitation, insurance covering the Collateral and such other collateral of PNC, if any, as PNC may from time to time reasonably request; and, at PNC's request, the Debtors shall deliver to PNC evidence of the maintenance of such insurance.

56. Upon receipt of notification (written or oral) that an insurance policy issued prior to the Petition Date covering any Collateral will not be renewed by the respective carrier, the Debtors will immediately notify PNC in writing of such occurrence and thereafter provide PNC with the status of all negotiations, if any, regarding such policy on a weekly basis.

57. To the extent permitted by the DIP Budget, the Debtors shall make any and all payments necessary to keep the Collateral and their other property in good repair and condition and not permit or commit any waste thereof. The Debtors shall exercise their business judgment and, in so doing shall preserve, maintain, and continue all material patents, licenses, privileges, franchises, certificates and the like necessary for the operation of their business.

58. To the extent the Debtors have made or make any deposits for the benefit of utility companies or any other entity (and the Debtors shall not make any such deposits which are not included in the DIP Budget without first obtaining consent of PNC), such deposits shall be, and hereby are, upon any return of same to the Debtors, subject to first priority perfected liens and security interests of PNC in respect of the DIP Facility and the Debtors' use of Cash Collateral granted by this Financing Order.

Reporting Requirements

59. The Debtors are authorized and directed to provide to PNC all of the documentation and reports required under this Financing Order, the Pre-Petition Loan Documents, the DIP Agreement and the DIP Facility Documents, including borrowing base reports, schedules, assignments, financial statements, insurance policies, and endorsements, unless PNC waives or modifies such requirements in writing (the "**Reporting Information**").

60. The Reporting Information shall also include: (a) weekly reports of receipts and budgeted cash usage; (b) copies of all reports filed with the Office of the United States Trustee within two (2) days after such filing; and (c) such additional financial or other information

concerning the acts, conduct, property, assets, liabilities, operations, financial condition, and transactions of the Debtors, or concerning any matter that may affect the administration of the estate, as PNC may from time to time reasonably request. All Reporting Information shall be in accordance with accounting principles and bookkeeping practices consistently applied with past accounting principles and bookkeeping practices and reporting of the Debtors to PNC.

61. The Debtors shall immediately deliver to PNC any and all documentation that in any way relates to a solicitation, offer, or proposed sale or disposition of a material amount of property of the Debtors' estate (including, without limitation, the proposed sale to Alamo Distribution, LLC, or its assigns), including, but not limited to, letters of inquiry, solicitations, letters of intent, or asset purchase agreements. PNC shall not disclose such information other than to the court, its attorneys, agents and advisors, without the prior consent of the Debtors or upon order of the Court entered upon reasonable notice.

62. PNC and its agents, consultants and other professionals shall be permitted, in coordination with the Debtors' counsel, to contact and communicate with the Debtors and their financial advisors regarding potential transactions for the sale or other disposition of assets of the Debtors' estate. The Debtors shall be responsive and employ their best efforts to cooperate in the coordination of all such contacts and communications, including, without limitation, by conducting update telephone conferences among the Debtors, their investment bankers, any purchasers and PNC upon request regarding any potential transactions for the sale or other disposition of the assets of the Debtors' estate. In the event the Debtors shall not be responsive and/or employ their best efforts to cooperate in the coordination of all such contacts and communications, then, upon notice of same by PNC to the Debtors, the Debtors consent to an expedited hearing upon PNC's motion in which PNC, on behalf of their representatives, agents,

consultants and other professionals, may seek to be permitted to conduct such contacts and communications without the Debtors, and/or to require the Debtors to cooperate fully in connection therewith.

63. In addition to the rights set forth in the Pre-Petition Loan Documents, this Financing Order, the DIP Agreement and the DIP Facility Documents, PNC and its agents and advisors shall have full access, upon reasonable notice during normal business hours, to the Debtors' business records, business premises, and to the Collateral to enable PNC and its agents and advisors to (a) review, appraise, and evaluate the physical condition of the Collateral, and (b) inspect and review all records related to the financial condition and operation of the Debtors' businesses. The Debtors shall fully cooperate with PNC regarding such reviews, evaluations, and inspections, and shall make their employees and professionals available to PNC and its professionals and consultants to conduct such reviews, evaluations, and inspections.

Interest, Fees, Costs and Expenses of PNC

64. During the Cases, as additional adequate protection, all interest, fees, costs, and expenses, including attorneys' fees and expenses, due at any time to PNC under the Pre-Petition Loan Documents, this Financing Order, the DIP Agreement and/or the DIP Facility Documents (including the Expenses described in Section 7 of the DIP Agreement), as applicable, or that are incurred as a result of the Debtors' Cases (collectively, the "**Lender's Costs**"), may be charged by PNC and shall be paid by the Debtors out of the Cash Collateral or out of DIP Facility advances, on a monthly basis. The Debtors are hereby authorized to pay the Lender's Costs without PNC or their counsel having to seek any further approval from this Court. Any Lender's Costs incurred by professionals retained by PNC shall be paid within five (5) calendar days of delivery of a summary invoice to the Debtors as set forth in Section 7 of the DIP Agreement, with a copy to the U.S. Trustee and any official committee appointed in these Cases; provided,

however, that if the Debtors, U.S. Trustee, or any official committee objects to the reasonableness of such fees and expenses and cannot resolve its objection within five (5) business days of the service of such invoice(s), the Debtors, U.S. Trustee, or any official committee, as the case may be, shall file with the Court and serve upon such professional an objection (a "**Fee Objection**") limited to the issue of the reasonableness of the disputed fees and expenses and the Debtors shall timely pay the undisputed fees, costs, and expenses reflected on any invoice to which a Fee Objection has been timely filed. All such unpaid fees, costs, and expenses of PNC , including, without limitation, all fees referred to in the DIP Facility Documents (including, without limitation, all attorneys' and other professionals' fees and expenses), shall constitute obligations under the DIP Facility and shall be secured by the Collateral and afforded all priorities and protections afforded to the DIP Facility under this Financing Order and the DIP Facility Documents.

Hiring of Additional Professionals

65. The DIP Agreement requires that the Debtors retain BDO Consulting Corporate Advisors, LLC to provide a CRO or Chief Restructuring Officer, which retention shall be the subject of a separate motion and order.

Professional Fees of the Estate

66. PNC hereby consents to the retention by the Debtors' professionals of any retainers held by them as of the Petition Date, provided that such retainers are used first for payment of allowed fees and expenses of the respective holders of them. PNC additionally consents, subject to the terms and conditions set forth in this Financing Order, to a carve out of its Collateral interests for the payment of the allowed professional fees and expenses of professionals retained by the Debtors, the CRO or Committee in these cases pursuant to an order

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of this Court (collectively, the "**Estate Professionals**") up to an aggregate maximum amount of $508,000, which includes the retainer amounts, to the extent that such fees are set forth on the Carve-Out Budget attached hereto as Exhibit "3", approved by an order of this Court, and incurred and earned prior to the occurrence of an Event of Default (the "**Carve-Out**").

67. Other than the Carve-Out, PNC does not consent to any other use of its Collateral interests for payment of any fees and expenses of the Estate Professionals.

68. Unless the DIP Facility and Pre-Petition Obligations have been paid in full, any retainer funds remaining unapplied at the conclusion of an Estate Professional's engagement shall be returned immediately to PNC as PNC's Cash Collateral. Any and all payments of fees and expenses to any Estate Professionals shall constitute diminution in the value of the Collateral for all purposes.

69. Notwithstanding the foregoing, and irrespective of the Carve-Out, in no event shall Cash Collateral, or the proceeds of any loans, advances, or other funds made available by PNC to or for the benefit of the Debtors, ever be used for the payment or reimbursement of any fees, expenses, costs, or disbursements of any of the Estate Professionals other than the professionals retained by the Committee incurred in connection with the investigation of, or assertion or joinder in, any claim, counter-claim, action, proceeding, application, motion, objection, defense, or contested matter, the purpose of which is to seek any order, judgment, determination, or similar relief (a) invalidating, setting aside, avoiding, or subordinating in whole or part PNC's 's liens and security interests provided by the Pre-Petition Loan Documents or this Financing Order, (b) seeking any monetary damages or asserting a claim against PNC or (c) preventing, hindering or delaying, whether directly or indirectly, PNC's assertion, enforcement, or realization upon any Collateral.

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No Surcharge

70. No costs or expenses of administration which have or may at any time be incurred in these Cases (or in any successor Chapter 7 case) shall be charged against PNC, its claims or the Collateral pursuant to Section 506(c) of the Bankruptcy Code without the prior written consent of PNC, and no such consent shall be implied from any other action, inaction, or acquiescence by PNC. PNC shall not be subject in any way whatsoever to the equitable doctrine of "marshaling" or any similar doctrine with respect to the Collateral, except as provided in the next sentence. Nothing in this Interim Order prevents the second lienholder on the Gonzales Street property from seeking at the final hearing on this Motion or in the bid procedures hearing protections of their second lien against the proceeds of sale so long as all of the obligations owed by Debtors to PNC , including without limitation, the Pre-Petition Obligations and the Obligations owed under the DIP Facility, are paid in full. PNC reserves its right to oppose any such request by said second lienholder on the Gonzales Street property.

EVENTS OF DEFAULT/REMEDIES

Events of Default

71. The occurrence of any of the following shall constitute an Event of Default under this Financing Order upon notice to the Debtors by PNC: (a) any default, violation, or breach by the Debtors of any of the terms of this Financing Order, the DIP Agreement, the DIP Facility Documents or the Pre-Petition Loan Documents, including, without limitation, the failure of the Debtors to provide and/or pay adequate protection to PNC; (b) the occurrence of the Expiration Date (as defined below), maturity, termination, expiration, or non-renewal of this Financing Order or the DIP Facility provided for herein or in the DIP Facility Documents; (c) the Debtors' failure to pay any amount when it becomes due and payable under the DIP Facility Agreements; (d) an order of the Bankruptcy Court, in form and substance satisfactory to PNC in its sole and

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absolute discretion, approving the DIP Facility on a final basis is not entered on or before April 30, 2010; (e) any representation or warranty made by the Debtors in the DIP Agreement or in any statement or certificate given after the Amendment Effective Date (as defined in the DIP Agreement) by the Debtors in writing pursuant to or connection with any Pre-Petition Loan Document shall be false in any material respect on the date as of which made; (g) any of the Debtors' Cases shall be dismissed or converted to a case under chapter 7 of the Bankruptcy Code without the express written consent of PNC in its sole discretion; (h) the appointment of a trustee or examiner in any of the Debtors' Cases without the express written consent of PNC in its sole discretion; (i) any security interest, lien, claim, or encumbrance, excluding the liens permitted pursuant to the DIP Agreement, shall be granted in any of the Collateral, including any surcharge of the Collateral pursuant to Bankruptcy Code §506(c) or otherwise without the express written consent of PNC in its sole discretion; (j) the entry of an order granting relief from the Automatic Stay to the holder or holders of any other security interest or lien (other than PNC) in any Collateral to permit the pursuit of any judicial or non-judicial transfer or other remedy against any of the Collateral without the express written consent of PNC in its sole discretion; (k) any provision of the DIP Facility Documents shall cease to be valid and binding on the Debtors, or the Debtors shall so assert in any pleading filed with any court; (l) the Debtors shall attempt to vacate or modify this Financing Order over the objection of PNC; (m) the entry of an order pursuant to Section 363 or any other provision of the Bankruptcy Code approving (i) the procedures for the sale of, or (ii) the sale of, any of the Debtors' assets without the prior written consent of PNC, in its sole discretion, to such procedure or sale; (n) the entry of any order modifying, reversing, revoking, staying, rescinding, vacating, or amending this Financing Order without the express prior written consent of PNC; (o) the filing or confirmation of a plan of reorganization that does not provide for payment in full of the DIP Facility; (q) any challenge to the extent, validity, priority, or unavoidability of PNC's liens securing the Pre-Petition Obligations and/or the DIP Facility is commenced by the Debtors or an order is entered sustaining any such challenge commenced by any party other than the Debtors; (r) with regard to any and all sales (whether pursuant to 11 U.S.C. section 363 or a plan of reorganization) of property subject to a lien or liens that secures any of PNC's claims, the court orders that PNC may not bid at such sale or sales, and/or, if PNC purchases such property, PNC may not offset such claim against the purchase price of such property; (s) the occurrence of any Postpetition Default as defined in the DIP Agreement (any of the foregoing events of default being referred to in this Financing Order, individually, as an "**Event of Default**", or severally, as "**Events of Default**").

Remedies

72. Immediately upon the occurrence of any Event of Default, and at all times thereafter, and without further act or action by PNC or any further notice, hearing, or order of this Court: (a) PNC may declare all or any part of the DIP Facility immediately to be accelerated and due and payable for all purposes, rights, and remedies, (b) PNC's obligations in connection with the DIP Facility shall immediately terminate, (c) the Debtors' authority to use Cash Collateral and any and all obligations of PNC under this Financing Order and the DIP Agreement shall terminate, and (d) PNC shall be entitled to the remedies set forth in the DIP Agreement.

73. Furthermore, upon the occurrence of any Event of Default, and after the giving of five (5) business days notice by PNC to the Debtors, the Committee and the United States Trustee, then without further act or action by PNC or any further notice, hearing or order of this Court, the automatic stay of Bankruptcy Code § 362 shall be immediately modified and PNC

shall be and is hereby authorized, in its sole and absolute discretion, to take any and all actions and remedies that PNC may deem appropriate to proceed against, take possession of, protect, and realize upon the Collateral and any other property of the estate of the Debtors upon which PNC has been or may hereafter be granted liens and security interests to obtain repayment of the Pre-Petition Obligations and the DIP Facility, provided that PNC shall not be obligated to take title to any of the Collateral in the pursuit of PNC's rights and remedies.

74. Upon or after the occurrence of any Event of Default, PNC may, in its sole and absolute discretion, advance funds to the Debtors. None of those advances, if any, shall constitute or be deemed to constitute a waiver, limitation, or modification of PNC's rights and remedies pursuant to the Pre-Petition Loan Documents, the DIP Facility Documents, and applicable law, and all of those advances, if any, shall be and hereby are granted all of the protections granted to PNC under this Financing Order.

OTHER TERMS

75. Other than Prior Liens, no priority claims shall be allowed that are or will be prior to or on parity with the superpriority claims or secured claims of PNC arising out of the Pre-Petition Loan Documents, the DIP Facility Documents, and this Financing Order.

76. No obligations incurred or payments or other transfers made by or on behalf of the Debtors on account of the post-petition financing arrangements with PNC shall be avoidable or recoverable from PNC under any section of the Bankruptcy Code, or any other federal, state, or other applicable law.

77. Except for the sale of inventory in the ordinary course of Debtors' businesses that are consistent with the terms of the DIP Agreement, the Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any of the Collateral, without the prior written consent of

PNC in its sole discretion and/or an Order of the Court approving such disposition after notice and hearing.

78. With regard to any and all sales (whether pursuant to 11 U.S.C. section 363 or a plan of reorganization) of property subject to a lien or liens that secures any of PNC's claims, PNC shall be entitled to bid at such sale or sales, and, if PNC purchases such property, PNC shall be entitled to offset such claim against the purchase price of such property.

79. All post-petition advances under the DIP Agreement are made in reliance on this Financing Order and so long as such advances and the Pre-Petition Obligations remain unpaid, there shall not at any time be entered in the Debtors' Cases any other order that, except as consented to by PNC in its sole discretion in writing, (a) authorizes the use of Cash Collateral or the sale, lease, or other disposition of the Collateral unless the cash proceeds will satisfy all of the obligations owed by the Debtors to PNC, including, without limitation, the obligations under the DIP Facility, in full, (b) authorizes the obtaining of credit or the incurring of indebtedness secured by a lien or security interest in property in which PNC holds or asserts liens or security interests, or (c) grants to any claim a priority administrative claim status that is equal or superior to the superpriority status granted to PNC herein.

80. The terms hereunder and under the DIP Facility Documents, the security interests and liens granted to PNC under this Financing Order, the rights of PNC pursuant to this Financing Order with respect to the Collateral, and the treatment of the Pre-Petition Obligations shall not be altered, modified, extended, impaired, or affected by any plan of reorganization of the one or more of the Debtors without the prior written approval of PNC in its sole discretion.

81. The terms and provisions of this Financing Order and any actions taken pursuant to it shall the survive entry of any order that may be entered converting to chapter 7 or

dismissing a Debtors' Case, except for the Debtors' authority to use Cash Collateral and any obligations of PNC this Financing Order, the DIP Agreement and under the DIP Facility Documents (all of which shall immediately terminate upon entry of such an order). The terms and provisions of this Financing Order, as well as the priorities in payment, liens, and security interests granted pursuant to this Financing Order and the DIP Facility Documents, shall continue in these or any subsequent Chapter 7 of these Cases, and such priorities in payment, liens, and security interests shall maintain their priority as provided by this Financing Order until the Pre-Petition Obligations and the DIP Facility are indefeasibly paid and satisfied in full by their terms and discharged by PNC and PNC shall have no further obligation or financial accommodation to the Debtors.

82. The provisions of this Financing Order shall inure to the benefit of the Debtors and PNC, and they shall be binding upon (a) the Debtors and their respective successors and assigns, including any trustees or other fiduciaries hereafter appointed as legal representatives of the Debtors or with respect to property of the estate of the Debtors, whether under chapter 11 of the Bankruptcy Code, any confirmed plan, or any subsequent chapter 7 case, and (b) all creditors of the Debtors and other parties in interest.

83. If any or all of the provisions of this Financing Order are hereafter modified, vacated, or stayed without the prior written agreement of PNC in its sole discretion, such modification, vacation, or stay shall not affect (a) the validity of any obligation, indebtedness or liability incurred by the Debtors to PNC before the effective date of such modification, vacation, or stay or (b) the validity or enforceability of any security interest, lien, priority or other protection authorized, created, or confirmed hereby or pursuant to the DIP Facility Documents. Notwithstanding any such modification, vacation, or stay, any indebtedness, obligations, or

liabilities incurred by the Debtors to PNC before the effective date of such modification, vacation, or stay shall be governed in all respects by the original provisions of this Financing Order, and PNC shall be entitled to all the rights, remedies, privileges, and benefits granted herein and pursuant to the DIP Facility Documents with respect to all such indebtedness, obligations, or liabilities.

84. To the extent the terms and conditions of the DIP Agreement are in expressly in conflict with the terms and conditions of this Financing Order, the terms and conditions of this Financing Order shall control.

85. No approval, agreement, or consent requested of PNC by the Debtors pursuant to the terms of this Financing Order or otherwise shall be inferred from any action, inaction, or acquiescence of PNC other than a writing acceptable to PNC in its sole discretion that is signed by PNC and expressly shows such approval, agreement or consent, without limitation. Nothing herein shall in any way affect the rights of PNC as to any non-Debtor entity, without limitation.

86. Nothing herein shall be deemed or construed to waive, limit, or modify PNC's right to obtain further adequate protection and other statutory protections for the use of the Collateral and Cash Collateral, or to seek other relief in these Cases in accordance with any provision of the Bankruptcy Code or applicable law, and all of the Debtors' rights to contest any such requests are preserved.

87. Unless expressly and specifically provided otherwise herein, nothing herein shall be deemed or construed to waive, limit, modify or prejudice the claims, rights, protections, privileges and defenses afforded to PNC pursuant to Title 11 of the United States Code including, without limitation, claims, rights, protections, privileges and defenses pursuant to

Bankruptcy Code §§ 361, 363, 506, 507, 546, 547, 548, 549, 550, 553, 555, 556, 559, 560, 561 and 562.

88. This Financing Order, and the findings of fact and conclusions of law contained herein, shall be effective upon signature by the Court, and may be relied upon by PNC and the Debtors without the necessity of entry into the docket sheet of these Cases. To the extent any findings may constitute conclusions, and vice versa, they are hereby deemed as such.

89. This Court hereby expressly retains jurisdiction over all persons and entities, co-extensive with the powers granted to the United States Bankruptcy Court under the Bankruptcy Code, to enforce the terms of this Financing Order and to adjudicate any and all disputes in connection therewith.

90. All headings in this Financing Order are descriptive and for reference only, and do not have separate meaning or change any terms therein.

RESERVATION OF RIGHTS OF PARTIES IN INTEREST/DEADLINE TO ACT

91. Parties-in-interest (other than the Debtors) shall have thirty (30) days from the date of entry of this Financing Order (or, in the case of the official committee of unsecured creditors of the Debtors, if appointed, thirty (30) days from the date of appointment of such committee) to file a motion seeking authority from the Court to file a complaint pursuant to Bankruptcy Rule 7001 asserting a claim or cause of action arising out of the Pre-Petition Loan Documents, or otherwise challenging the extent, priority, validity, perfection, amount, or allowability of PNC's claims or security interests, arising out of or related to the Pre-Petition Loan Documents or the transactions related thereto, or to file an objection to the allowability or amount of PNC's claims. Such motion, if filed, shall be set on the Court's docket on an expedited basis, diligently pursued by such party in interest or committee, as applicable, and if

granted and not stayed upon appeal, be followed by the filing of such a complaint under Bankruptcy Rule 7001 within fifteen (15) days of the entry of an order approving such motion.

92. If no action is commenced or pursued in accordance with the immediately preceding paragraph, all of the Debtors' waivers, releases, stipulations, and affirmations of the priority, extent, and validity of PNC's claims and interests, of any nature, as contained in the Pre-Petition Loan Documents or otherwise incorporated or set forth in this Financing Order shall be of full force and effect and forever binding upon the Debtors' bankruptcy estate and all parties-in-interest of these Cases. Notwithstanding the foregoing and regardless of the timely commencement of an action as contemplated in the immediately preceding paragraph, the Debtors' waivers, releases, stipulations, and affirmations of the priority, extent, and validity of PNC's claims and interests, of any nature, as contained in the Pre-Petition Loan Documents or otherwise incorporated or set forth in this Financing Order shall be in full force and effect with respect to any claims or causes of action not timely raised within the deadlines set forth in the immediately preceding paragraph.

WAIVER OF CLAIMS

93. THE DEBTORS (IN THEIR OWN RIGHT AND, SUBJECT TO THE RESERVATION OF RIGHTS OF PARTIES IN INTEREST/DEADLINE TO ACT SECTION IMMEDIATELY ABOVE, ON BEHALF OF THEIR ESTATES, REPRESENTATIVES, DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, ATTORNEYS AND AGENTS, AND THEIR SUCCESSORS AND ASSIGNS, IN EACH CASE TO THE EXTENT PERMITTED BY APPLICABLE LAW) (COLLECTIVELY, THE "**RELEASING PARTIES**") HEREBY RELEASE, ACQUIT, FOREVER DISCHARGE, AND COVENANT NOT TO SUE, PNC AND PNC'S REPRESENTATIVES, DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, ATTORNEYS AND AGENTS, AND

THEIR SUCCESSORS AND ASSIGNS (THE "**RELEASED PARTIES**") FROM ANY AND ALL ACTS AND OMISSIONS OF THE RELEASED PARTIES, AND FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, AVOIDANCE ACTIONS, COUNTERCLAIMS, DEMANDS, CONTROVERSIES, COSTS, DEBTS, SUMS OF MONEY, ACCOUNTS, RECKONINGS, BONDS, BILLS, DAMAGES, OBLIGATIONS, LIABILITIES, OBJECTIONS, LEGAL PROCEEDINGS, EQUITABLE PROCEEDINGS, AND EXECUTIONS OF ANY NATURE, TYPE, OR DESCRIPTION WHICH THE RELEASING PARTIES HAVE OR MAY COME TO HAVE AGAINST THE RELEASED PARTIES THROUGH THE DATE OF THIS ORDER, TO THE EXTENT SUCH CLAIMS RELATE TO OR ARISE OUT OF THIS FINANCING ORDER, THE DIP AGREEMENT, THE DIP FACILITY, THE PRE-PETITION LOAN DOCUMENTS OR THE PRE-PETITION OBLIGATIONS OR THE MATTERS, TRANSACTIONS OR DOCUMENTS RELATED HERETO OR THERETO, AT LAW OR IN EQUITY, BY STATUTE OR COMMON LAW, IN CONTRACT, IN TORT, INCLUDING BANKRUPTCY CODE CHAPTER 5 CAUSES OF ACTION, WHETHER THE LAW OF THE UNITED STATES OR ANY OTHER COUNTRY, UNION, ORGANIZATION OF FOREIGN COUNTRIES OR OTHERWISE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, BUT EXCLUDING OBLIGATIONS UNDER THE DIP FACILITY ARISING AFTER THE DATE OF THIS FINANCING ORDER (COLLECTIVELY, THE "**RELEASED CLAIMS**"). The DEBTORS ON BEHALF OF THE RELEASING PARTIES FURTHER COVENANT NOT TO SUE THE RELEASED PARTIES ON ACCOUNT OF ANY RELEASED CLAIM. THIS PARAGRAPH IS IN ADDITION TO AND SHALL NOT IN ANY WAY LIMIT ANY OTHER RELEASE, COVENANT NOT TO SUE, OR WAIVER BY THE RELEASING PARTIES IN FAVOR OF THE RELEASED

PARTIES. NOTWITHSTANDING THE RELEASES AND COVENANTS IN FAVOR OF THE RELEASED PARTIES CONTAINED ABOVE IN THIS PARAGRAPH, SUCH RELEASES AND COVENANTS IN FAVOR OF THE RELEASED PARTIES SHALL BE DEEMED ACKNOWLEDGED AND REAFFIRMED BY THE DEBTORS EACH TIME THERE IS AN ADVANCE OF FUNDS UNDER THIS FINANCING ORDER.

94. Notwithstanding any due diligence period granted to other parties in interest herein, as a result of the Debtors' review of the Pre-Petition Loan Documents and the facts related thereto, the Debtors shall have no right to file a complaint pursuant to Bankruptcy Rule 7001 or otherwise, or any other pleading asserting a claim or cause of action arising out of or related to the Pre-Petition Loan Documents, the DIP Agreement, or any transactions or dealings related to same.

NOTICE

95. The Debtors' proposed counsel shall serve this Financing Order on all of the following parties: (a) the Office of the United States Trustee; (b) the attorneys for PNC; (c) all creditors known to the Debtors who have or may assert liens against any of the Debtors' assets; (d) the United States Internal Revenue Service; (e) the twenty (20) largest unsecured creditors of the Debtors; and (f) all parties in interest who have filed a notice of appearance or upon whom service must be effected under the Federal Rules of Bankruptcy Procedure or the Local Rules.

96. Any notice, report, or other document required to be given hereunder may be given by U.S. mail, overnight courier, hand delivery, facsimile or e-mail addressed as follows:

If to PNC:	Richard Aguilar McGlinchey Stafford PLLC 601 Poydras Street, 12th Floor New Orleans, LA 70130 E-mail: raguilar@mcglinchey.com; With a copy to Brad J. Axelrod McGlinchey Stafford PLLC 301 Main Street, 14th Floor Baton Rouge, LA 70802 baxelrod@mcglinchey.com
:	With a copy to: Carol E. Jendrzey Cox Smith Matthews Incorporated 112 East Pecan Street, Suite 1800 San Antonio, Texas 78205 Fax: (210) 226-8395 E-mail: cjendrzey@coxsmith.com
If to the Debtors:	David S. Gragg Steven R. Brook Allen Debard Langley & Banack, Incorporated Suite 900, Trinity Plaza II 745 East Mulberry San Antonio, TX 78212-3166 Telephone: (210)-736-6600 Fax: (210) 735-6889 E-mail: dgragg@langleybanack.com
If to the United States Trustee:	United States Trustee P.O. Box 1539 San Antonio, TX 78294-1539

EXPIRATION DATE/MATURITY

97. PNC's consent and Debtors' authority to use Cash Collateral and PNC's commitment to provide credit under the DIP Agreement and this Financing Order, subject to the funding and DIP Budget limitations above, shall be effective upon entry of this Financing Order

to and including the earlier of: (a) the occurrence of an Event of Default or (b) April 30, 2010, at 4:00 p.m (Central), at which time all of the Debtors' authority to use Cash Collateral and to obtain credit under the DIP Agreement and this Financing Order shall terminate, as shall PNC's obligation to provide the DIP Facility, unless extended by written agreement of PNC in its sole discretion, a copy of which shall be promptly filed with this Court by the Debtors (the "**Expiration Date**").

THIS ORDER IS EFFECTIVE IMMEDIATELY. This Financing Order is entered on an interim basis and all of the terms, conditions and provisions set forth, and the relief granted, herein shall apply to the DIP Facility, including, without limitation, to all advances made to, and cash collateral used by, the Debtors through and including the date of the conclusion of the Final Hearing.

AGREED TO AND ACCEPTED:

By:____________________
DAVID S. GRAGG
Texas Bar No. 08253300
STEVEN R. BROOK
Texas Bar No. 03042300
ALLEN DeBARD
Texas Bar No. 24065132

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ATTORNEYS FOR THE DEBTORS
AND DEBTORS-IN-POSSESSION

By: Richard Aguilar
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ATTORNEYS FOR PNC BANK,
NATIONAL ASSOCIATION

EXHIBIT 1

DEBTOR-IN-POSSESSION FINANCING AGREEMENT AND AMENDMENT TO REVOLVING CREDIT, TERM LOAN AND SECURITY AGREEMENT

THIS DEBTOR-IN-POSSESSION FINANCING AGREEMENT AND AMENDMENT TO REVOLVING CREDIT, TERM LOAN AND SECURITY CREDIT AGREEMENT (this "**Amendment**") is dated as of April __, 2010 ("**Amendment Effective Date**"), and entered into among Alamo Iron Works, Inc., a Texas corporation ("**Alamo**"), Southwest Wholesale Supply Co., Inc., a Texas corporation ("**SWS**"), Alamo Advertising, Inc., a Texas corporation ("**Advertising**") and AlaMark Technologies, L.P., a Texas limited partnership ("**AlaMark**") (Alamo, SWS, Advertising and AlaMark may each individually be referred to herein as a "**Borrower**" and collectively, as "**Borrowers**"), and PNC Bank, National Association, a national banking association ("**PNC**") as agent for Lenders (in such capacity, the "**Agent**") for itself and any future lenders under the Credit Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, Alamo and SWS and PNC, in its capacity as sole Lender and Agent for the Lenders, are parties to that certain Revolving Credit, Term Loan and Security Agreement dated as of December 23, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, pursuant to the terms of the Credit Agreement, PNC made loans and granted other financial accommodations, including but not limited to the issuance of letters of credit, to Alamo and SWS, which loans and other financial accommodations are secured by a lien upon (i) substantially all of the personal property of Alamo and SWS, (ii) the real property of Alamo, and(iii) the ownership interests of Alamo Industrial Group, Inc., a Texas corporation, in Alamo and SWS;

WHEREAS, Borrowers filed voluntary petitions for relief under Chapter 11, Title 11, United States Code, on April 5, 2010, in the United States Bankruptcy Court for the Western District of Texas;

WHEREAS, Borrowers have insufficient unencumbered cash or liquid assets with which to operate their businesses;

WHEREAS, Borrowers are unable to obtain credit on an unsecured basis or as an administrative expense pursuant to 11 U.S.C §§ 364(a) and (b), and 503(b)(1);

WHEREAS, an immediate need exists for Borrowers to obtain funds to continue operation of their businesses;

WHEREAS, PNC has agreed to extend additional post-petition credit to Borrowers up to an amount not to exceed Six Million Five Hundred Thousand and No/100 Dollars ($6,500,000.00) (the "**DIP Facility**") for Budgeted Expenses (as defined below) from the Amendment Effective Date until the Maturity Date (as defined below);

WHEREAS, PNC has agreed to grant the request of Borrowers to extend such additional credit, but only upon the terms and conditions set forth in the Amendment and the DIP Orders (as defined below);

WHEREAS, Borrowers have agreed to secure their obligations to PNC in connection with such additional credit with, among other things, a first priority perfected security interest in substantially all of their respective existing and future personal and real property, as set forth herein and in the DIP Orders; and

WHEREAS, Advertising and AlaMark will become parties to the Credit Agreement, as amended by this Amendment in order to effect the transactions contemplated herein.

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties hereto agree as follows:

Section 1 **Definitions**. Unless specifically defined or redefined below, capitalized terms used herein shall have the meanings ascribed thereto in the Credit Agreement.

Section 2 **Amendments to Credit Agreement**. Subject to the terms and conditions hereof, the provisions of the Credit Agreement enumerated below are amended and restated as follows:

(a) Effective as of the date hereof, the following definitions are hereby added to Section 1.02 of the Credit Agreement:

"**Bankruptcy Code**" shall mean 11 U.S.C. § 101 et seq.

"**Bankruptcy Court**" shall mean the United States Bankruptcy Court for the Western District of Texas or any other court with competent jurisdiction over the Case.

"**Budget**" shall mean the rolling 13-week cash budget detailing Borrowers' anticipated cash receipts and expenditures, including, without limitation, the Budgeted Expenses, as such cash budget shall be amended or supplemented from time to time, which budget (and any amendments thereto) shall be in form and substance acceptable to PNC in its sole discretion and shall be incorporated into the Interim Order and attached hereto as Exhibit C. Changes to the Budget are subject to the prior written approval of PNC in its sole discretion.

"**Budgeted Expenses**" shall mean expenses permitted to be paid by Borrowers for the purposes set forth in the Budget and the Carve-Out Budget (as defined in the Interim Order).

"**Case**" shall mean individually and collectively, the Chapter 11 bankruptcy case of each Borrower pending before the Bankruptcy Court entitled respectively **["*In re Alamo Iron Works, Inc.*", Case No. 10-51269", "*In re Southwest Wholesale Supply Co., Inc.*, Case No. 10-51271", "*In re Alamo***

***Advertising, Inc.*, Case No. 10-51275" and "*In re AlaMark Technolgies, L.P.*, Case No. 10-51273"]**, including adversary proceedings or other ancillary proceedings.

"**Cash Collateral**" shall mean cash collateral, as such term is defined in Section 363(a) of the Bankruptcy Code and as defined in the DIP Orders, arising from or relating to DIP Collateral granted to PNC.

"**Cash Collateral Order**" shall have the meaning specified in Section 3(e) of the Amendment.

"**Collateral**" shall have the meaning ascribed to such term in the Interim Order.

"**DIP Collateral**" shall mean any and all of the properties and assets of Borrowers and Borrowers' bankruptcy estates, both real and personal, including, without limitation, all Collateral, all cash, accounts, inventory, equipment, general intangibles, intellectual property of all kinds including patents, trademarks, trade names, service marks and copyrights, securities, instruments, investment property, deposit accounts, chattel paper, warehouse receipts, bills of lading, tax refunds of any nature, insurance proceeds, insurance premium refunds, deposits of any kind, security deposits, retainers, utility deposits, bonds and proceeds of same, causes of action (whether by contract or tort, common law or statutory, equitable or otherwise), oil and gas interests, leasehold interests in real estate or personal property and customer lists, whether acquired before or after the Petition Date, whether now owned and existing or hereafter acquired, created, or arising, and all products, proceeds, rents, revenues, and profits thereof (including, without limitation, claims of Borrowers against third parties for loss or damage to such property), and all accessions thereto, substitutions and replacements therefor, and wherever located, in which PNC is granted a lien or security interest to secure the Postpetition Obligations as set forth in the DIP Orders.

"**DIP Budget**" shall have the same meaning as "Budget" hereunder.

"**DIP Interest Rate**" shall mean the interest rate per annum equal to the sum of the Alternate Base Rate plus three and one-half percent (3.5%).

"**DIP Orders**" shall mean the Interim Order and the Final Order.

"**DIP Revolving Advances**" shall mean advances made to Borrowers after the Petition Date in accordance with Section 2(c) of the Amendment below.

"**Final Order**" shall have the meaning specified in Section 3(d) of the Amendment.

"**Interim Order**" shall mean an interim order of the Bankruptcy Court in Borrowers' Cases authorizing the limited use of Cash Collateral, authorizing the DIP Facility, authorizing the obtaining of credit secured by senior liens and granting adequate protection, containing terms and conditions acceptable to PNC in it sole discretion, a copy of which as entered by the Bankruptcy Court is attached hereto as Exhibit D and made a part hereof.

"**Maturity Date**" shall mean the earliest of (i) 70 days after the Petition Date; (ii) the closing of the Section 363 Sale, (iii) the date of acceleration of any outstanding DIP Revolving Advances under the DIP Facility; (iv) the first business day on which the Interim Order expires by its terms or is terminated, unless the Final Order shall have been entered and become effective prior thereto; (v) conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code ("**Chapter 7**") unless otherwise consented to in writing by PNC in its sole discretion; (vi) dismissal of any of the Chapter 11 Cases unless otherwise consented to in writing by PNC in its sole discretion, or (vii) the occurrence of any Default or Event of Default (as respectively defined herein) under the DIP Orders or the Credit Agreement, the Amendment or the Other Documents.

"**Petition Date**" shall mean April 5, 2010.

"**Postpetition Advances**" shall mean DIP Revolving Advances made by PNC to Borrowers pursuant to the DIP Facility which are in an aggregate amount not to exceed at any time the Postpetition Aggregate Commitments then in effect.

"**Postpetition Aggregate Commitments**" shall mean Six Million Five Hundred Thousand and No/100 Dollars ($6,500,000.00), being the aggregate amount of the Postpetition Commitments of PNC on the Amendment Effective Date, as the same may be reduced from time to time.

"**Postpetition Commitment**" shall mean the commitment of PNC to make Postpetition Advances.

"**Postpetition Default**" shall mean the occurrence and continuance of any of the following events:

(i) The use of DIP Revolving Advances in a manner inconsistent with the Budget, including, without limitation, the failure to pay any principal or interest owed on the Postpetition Advances and on the Pre-Petition Obligations or the failure to pay or provide adequate protection to PNC;

(ii) The payment of claims existing prior to the Petition Date or prior to a confirmed plan of reorganization (other than as set forth in the Budget or as approved by PNC in its sole discretion and authorized by an order of the Bankruptcy Court);

(iii) Dismissal or conversion to Chapter 7 of either of the Chapter 11 Cases without the written consent of PNC in its sole discretion, or the appointment of a trustee or examiner in either of the Chapter 11 Cases;

(iv) The entry of a final order that, in the sole determination of PNC, in any way modifies, stays, reverses, or vacates the DIP Orders or the provisions of the Amendment, in each case in a manner adverse to PNC without the written consent of PNC in its sole discretion or either of the DIP Orders or the Amendment ceases to be in full force and effect;

(v) The entry of the Interim Order shall not have occurred within five (5) days after the Petition Date;

(vi) The entry of the Final Order shall not have occurred within forty-five (45) days after the date of entry of the Interim Order;

(vii) Any Borrower petitions the Bankruptcy Court to obtain additional financing;

(viii) The entry of an order granting any other super-priority claim or lien equal or superior to that granted to PNC on the assets of the Borrowers;

(ix) The entry of an order granting relief from the automatic stay so as to allow a third party to proceed against any assets of the Borrowers;

(x) Any Borrower violates or breaches the any DIP Order or files any pleadings seeking, joining in, or otherwise consenting to any violation or breach of any DIP Order, in each case in a manner adverse to PNC in the sole determination of PNC;

(xi) (1) Any Borrower engages in or supports any challenge to the validity, perfection, priority, extent or enforceability of the Amendment, the Credit Agreement, the Other Documents the DIP Facility or the Pre-Petition Obligations or the liens on or security interests in the assets of any Borrower securing the DIP Facility or the Pre-Petition Obligations, including without limitation seeking to equitably subordinate or avoid the liens securing the Pre-Petition Obligations, or (2) the Borrowers engage in or support any investigation or their assertion of any claims or causes of action (or supporting the assertion of the same) against PNC (including in its capacity as Pre-Petition Agent or Lender); provided, however, it shall not constitute an Event of Default if the Borrowers provide basic loan information with respect to the Pre-Petition Obligations to a party in interest or are compelled to provide information by an order of the Bankruptcy Court and provide prior written notice to PNC of the intention or requirement to do so;

(xii) Any person shall seek a determination under Section 506(a) of the Bankruptcy Code with respect to the Pre-Petition Obligations that is unacceptable to PNC in its sole discretion;

(xiii) The allowance of any claim or claims under Section 506(c) or 552(b) of the Bankruptcy Code against or with respect to any of the collateral securing the DIP Facility;

(xiv) The use of Cash Collateral other than as expressly contemplated by the DIP Orders and the Budget prior to the indefeasible payment in full of the Term Loan and of the Postpetition Obligations and termination of the Postpetition Aggregate Commitments thereunder;

(xv) During the term of the DIP Facility, the entry of an order extending any exclusive right that any of the Borrowers may have to propose a plan that is more than one hundred twenty (120) days after the Petition Date, or to solicit votes or to seek confirmation of a plan on a date more than one hundred eighty (180) days after the Petition Date, in either case without the written consent of PNC;

(xvi) The proposal of, or the entry of any order of the Bankruptcy Court confirming, any plan of reorganization that does not contain a provision for termination of the DIP Facility and repayment in full in cash of the Term Loan and of all of the Postpetition Obligations under the DIP Facility on or before the effective date of any such plan or proposed plan;

(xvii) The entry of an order establishing procedures to govern the sale of substantially all of the Borrowers' assets pursuant to Section 363 of the Bankruptcy Code (the "**Section 363 Sale Procedures Order**") based upon a stalking horse bid evidenced by an executed asset purchase agreement (the "**Asset Purchase Agreement**") between the Borrowers and Alamo Distribution, LLC ("**Buyer**"), in form and substance satisfactory to PNC in its sole discretion, shall not have occurred within 10 days after the Petition Date;

(xviii) The entry of an order approving the sale of substantially all of the Borrowers' assets pursuant to Section 363 of the Bankruptcy Code (the "**Section 363 Sale Approval Order**") to Buyer or another purchaser on terms no less favorable to the Borrowers than the terms set forth in the Asset Purchase Agreement shall not have occurred within 55 days after the Petition Date.

(xix) The Buyer breaches, terminates or defaults under the Asset Purchase Agreement or otherwise fails to close the Section 363 Sale pursuant to the Section 363 Sale Procedures Order and/or the Section 363 Sale Approval Order.

(xx) Any party to the Asset Purchase Agreement or a similar agreement between the Borrowers and the successful bidder at the final sale hearing pursuant to the Section 363 Sale Procedures Order asserts that the other party to such agreement is in breach thereof or seeks to terminate or terminates such agreement.

(xxi) The sale of substantially all of the Borrowers' assets pursuant to the Section 363 Sale Approval Order is not closed on or before the Maturity Date;

(xxii) Breach of any terms, conditions, covenants or representations or warranties in the DIP financing documents or the DIP Orders including, without limitation, any Events of Default (as defined in the Interim Order);

(xxiii) Borrowers shall otherwise breach or violate, any term of the Credit Agreement, the Amendment or the Other Documents including, without limitation, any Defaults or Events of Defaults under the Credit Agreement or Other Documents; and

(xxiv) Actual performance shall at any time adversely deviate from the Budget (a) as to sales, by fifteen percent (15%) or more measured weekly for the first two weeks after the Petition Date, and starting in the third week, by twelve percent (12%) per week, not to exceed twelve percent (12%) on a cumulative basis; and (b) as to receipts and disbursements, by twelve percent (12%) or more calculated measured weekly for the first week after the Petition Date, and starting in the second week, by ten percent (10%) per week, not to exceed ten percent (10%) on a cumulative basis. There shall be no such variances attributable or allowed with respect to the carve-out Budget.

"**Postpetition Obligations**" shall mean all present and future obligations, indebtedness and other liabilities of Borrowers arising with respect to the DIP Facility, the DIP Orders and the Postpetition Advances, including, without limitation, the principal amount thereof, and any interest, fees, and charges related thereto or in connection therewith, and any and all renewals, extensions, rearrangements, and refundings of the foregoing.

"**Pre-Petition Obligations**" shall mean all Obligations other than the Postpetition Obligations.

"**Section 363 Sale**" shall mean a sale of Borrowers' assets pursuant to 11 U.S.C. 363.

"**Superpriority Claim**" shall mean a claim against Borrowers in each Case which is an administrative expense claim having priority over any and all administrative expenses of the kind specified in Sections 503(b) and 507(b) of the Bankruptcy Code.

(b) Effective as of the Amendment Effective Date, Article II of the Credit Agreement is amended to add thereto the following Section 2.24:

2.24. Postpetition Advances.

(a) Commitment for Postpetition Advances. From and after the Petition Date, PNC shall have no obligation to make any Advances or issue, renew or extend any Letters of Credit to Borrowers as otherwise set forth above in this Article II. Notwithstanding the foregoing, subject to the terms and conditions contained in this Section 2.24, PNC agrees to make Postpetition Advances for the account of Borrowers from time to time, but not more frequently than once daily, from the Amendment Effective Date until the Maturity Date, in accordance with their Postpetition Commitments and in an aggregate amount not to exceed at any time outstanding the lesser of (a) the Postpetition Aggregate Commitments and (b) the Borrowing Base minus the amount of the Postpetition Obligations. Borrowers and PNC hereby agree and acknowledge that the first Postpetition Advance shall be used to pay down the principal and interest owed to PNC on the Revolving Credit Note, but that notwithstanding the payment of that Note to zero, such Revolving Credit Note shall not be deemed cancelled or otherwise terminated thereby.

(b) Borrowing Mechanics for Postpetition Advances. Each Postpetition Advance shall be made on notice given by Borrowers to PNC not later than 11:00 a.m. Central Time on the Business Day prior to the date of the proposed Postpetition Advance. Each such notice (a "**Postpetition Notice of Borrowing**") shall be in substantially the form of Exhibit A to the Amendment specifying therein (i) the proposed funding date, (ii) the aggregate amount of such proposed Postpetition Advance, and (iii) that the proposed use of the proceeds thereof is for Budgeted Expenses in compliance with the Budget and no other cash is available to Borrowers to pay such Budgeted Expenses. PNC may condition the disbursement of Postpetition Advances on receipt of such documentation as it shall require to evidence that the proceeds of such Postpetition Advances shall be used in accordance with the Budget both as to amount of such Postpetition Advances and as to the timing of such Postpetition Advances.

(c) Amount of DIP Revolving Advances. Subject to the terms and conditions set forth in this Agreement and at its sole discretion, PNC, will make DIP Revolving Advances to Borrowers in aggregate amounts outstanding up to the lesser of (x) the Postpetition Aggregate Commitments or (y) an amount equal to the sum of:

(i) (A) up to eighty-five percent (85%) of Eligible Receivables,

plus

(B) up to seventy percent (70%) of total Progress Billings, not to exceed Five Hundred Thousand and No/100 Dollars ($500,000.00),

plus

(C) up to eighty-five percent (85%) of government Receivables that would otherwise not qualify as an Eligible Receivable under subsection (j) of the definition thereof, not to exceed Two Hundred Thousand and No/100 Dollars ($200,000.00),

plus

(ii) up to the lesser of: (A) Three Million and No/100 Dollars ($3,000,000.00) or (B) sixty percent (60%) of the value of the Eligible Inventory, or (C) eighty-five percent (85%) of the appraised net Orderly Liquidation Value of Eligible Inventory percentage (as evidenced by an Inventory appraisal conducted at such intervals as PNC may determine in its sole discretion.

minus

(iii) such other reserves as PNC may deem proper in its sole discretion.

(such sum may be referred to herein as the "**Borrowing Base**".)

Eligible Receivables shall specifically no longer include Bill-and-Hold Receivables, and DIP Revolving Advances will not be permitted on Bill-and-Hold Receivables.

(d) Conditions Precedent to Each Postpetition Advance. The obligation of PNC to make any Postpetition Advance (including the initial Postpetition Advance) shall be subject to the following conditions precedent:

(i) Satisfactory completion of legal and collateral due diligence and transaction structuring, including due diligence concerning the Borrowers' bankruptcy process and the receipt of all required court approvals for the DIP Facility;

(ii) Execution of definitive agreements, instruments, and documents related to the DIP Facility (including, without limitation, the DIP Orders), each satisfactory in form and substance to PNC in its sole and absolute discretion, including a satisfactory cash management system consistent with the existing cash management system and subject to the existing account control agreements;

(iii) Delivery of the Budget approved by PNC and to be attached to the Interim Order and the Final Order;

(iv) Entry of the Final Order or Interim Order, as the case may be, after notice given and a hearing conducted in accordance with Rule 4001(c) of the Federal Rules of Bankruptcy Procedure (and any applicable local bankruptcy rules), authorizing and approving the transactions contemplated by the documents evidencing the DIP Facility and finding that PNC is extending credit to the Borrowers in good faith within the meaning of Bankruptcy Code section 364(e) and containing the terms required by PNC in its sole discretion;

(v) All of the "first day orders" shall have been entered at the commencement of the Borrowers' Chapter 11 Cases and shall be in form and substance reasonably satisfactory to PNC.

(vi) Entry of the Section 363 Sale Procedures Order containing terms and conditions acceptable to PNC in its sole discretion on or before April 15, 2010;

(vii) Buyer has not breached, terminated or defaulted under the Asset Purchase Agreement or otherwise failed to close the Section 363 Sale pursuant to the Section 363 Sale Procedures Order and/or the Section 363 Sale Approval Order;

(viii) Reimbursement in full in cash of the fees, costs and expenses of PNC;

(ix) No litigation commenced which has not been stayed by the Bankruptcy Court and which, if successful, would have a material adverse impact on any Borrower, its business or ability to repay the DIP Facility, or which would challenge the transactions under consideration;

(x) The Borrowers have obtained in the Bankruptcy Court an order approving their engagement of a Chief Restructuring Officer on terms acceptable to PNC;

(xi) No Default or Event of Default shall have occurred and be continuing under the DIP Orders, Credit Agreement, the Amendment or the Other Documents;

(xii) Representations and warranties of Borrowers shall be true and correct as of the date of each DIP Revolving Advance;

(xiii) The Interim Order or the Final Order shall be in full force and effect shall not have been appealed, stayed, reversed, vacated or otherwise modified in a manner adverse to PNC in its sole discretion;

(xiv) Receipt by PNC of a Postpetition Notice of Borrowing, the submission of which notice shall constitute a representation and warranty by each of Borrowers that the conditions to the making of the requested DIP Revolving Advance shall have been satisfied; and

(xv) After giving effect to the Postpetition Advance requested, the total amount of the Postpetition Advances shall not exceed the Postpetition Aggregate Commitment;

In no event shall PNC be requested to advance any funds or extend any credit other than for Budgeted Expenses actually incurred and payable either at the time of such advance or otherwise in excess of the Borrowing Base calculation.

(e) Repayment. Borrowers shall repay the entire unpaid principal amount of the Postpetition Advances, together with all accrued and unpaid interest thereon, on the earlier of the Maturity Date or the date on which the Bankruptcy Court approves the extension of any other credit facilities to Borrowers. Notwithstanding anything in the preceding sentence to the contrary, if the Maturity Date is triggered by the closing of the Section 363 Sale, the entire amount of the DIP Facility outstanding shall be immediately due and payable to the extent of the cash proceeds received from the Section 363 Sale, and amounts due and payable which are in excess of the cash proceeds shall remain payable and be paid as Borrowers' Receivables are collected.

(f) Interest. Borrowers shall pay interest on the unpaid principal amount of each Postpetition Advance from the date advanced until the principal amount thereof shall have been paid in full at a rate per annum equal at all times to the DIP Interest Rate, payable monthly in arrears on the first Business Day of each month, and on the Maturity Date; provided however that all principal outstanding after the occurrence of a Postpetition Default shall bear interest, from the date of such Postpetition Default until the date on which such amount is due until such amount is paid in full or such Postpetition Default is waived or cured, payable on demand, at the DIP Interest Rate plus two percent (2%) per annum.

(g) Fees. Borrowers agree to pay to PNC a commitment fee of One Hundred Fifty Thousand and No/100 Dollars ($150,000.00), payable as follows: Fifty Thousand Dollars ($50,000.00) on the entry by the Bankruptcy Court of the Interim Order and One Hundred Thousand Dollars ($100,000.00) on the earlier of the Maturity Date or other termination of the DIP Facility. Borrowers further agree to pay a fee of two percent (2%) on the average daily amount of the unused amount of the Postpetition Aggregate Commitment of PNC during the period from and including the date of the Petition Date to but excluding the Maturity Date. Accrued commitment fees shall be payable in arrears on the last day of each month and on the Maturity Date, commencing on the first such date to occur after the Petition Date. All commitment fees shall be computed on the basis of a year of three hundred sixty (360) days, and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). Borrowers agree to pay a collateral management fee in the amount of Three Thousand and No/100 Dollars ($3,000.00) per month commencing on the first day of the month following the Petition Date, which amount shall be deemed earned in full when paid and not subject to proration. Collateral examination fees shall be paid in accordance with Section 3.4(b) of the Credit Agreement. The fees set forth in this subsection (g) shall otherwise be in lieu of those set forth in Sections 3.3 and 3.4(a) of the Credit Agreement.

(h) Intentionally Omitted.

(i) Grant of Security Interest. As security for the prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Postpetition Obligations and all of the Pre-Petition Obligations and to induce PNC to make the Postpetition Advances in accordance with the terms hereof, Borrowers shall, pursuant to the DIP Orders, and each of them does hereby, assign, convey, mortgage, pledge, hypothecate and grant to PNC, a first priority perfected security interest in the DIP Collateral and Collateral, in each case subject to certain prior liens (as set forth in the Interim Order) and to fees and expenses payable to the United States Trustee. Furthermore, unearned retainer funds in the possession of any of Borrowers' professionals shall constitute Cash Collateral. No cost or surcharge shall be imposed against the DIP Collateral or the Collateral under Section 506(c) of the Code.

(j) Application of Sale Proceeds and Collections. Notwithstanding anything to the contrary contained in this Agreement, from and after the Amendment Effective Date and so long as no Postpetition Default has occurred and is continuing, all net proceeds received from the sale, disposition, collection or other realization upon the Collateral or the DIP Collateral shall be applied (a) first, to payment of all fees, including attorneys' fees, and expenses incurred by and indemnities owed to PNC under the Credit Agreement or the Amendment, (b) second, to payment of accrued and unpaid interest on the Postpetition Obligations and the Pre-Petition Obligations, and (c) third, to payment of the principal owed on Postpetition Obligations and on Pre-Petition Obligations, each as determined by PNC in its sole and absolute discretion. Further, PNC, as pre-petition Lender shall be entitled to receive regularly scheduled payments of interest, at the applicable Default Rate under the Credit Agreement, and principal on the Term Loan.

(k) Postpetition Default. Upon the occurrence and during the continuance of any Postpetition Default, upon five business days' written notice to the Borrowers and counsel to any official committees and the Office of the U.S. Trustee, the automatic stay under Section 362 of the Bankruptcy Code shall be deemed automatically terminated without further order of the Bankruptcy Court and without the need for filing any motion for relief from the automatic stay or any other pleading, and PNC may, without any further notice to Borrowers: (i) declare all or any portion of the principal of and accrued interest on the outstanding Postpetition Obligations and Pre-Petition Obligations to be immediately due and payable, (ii) terminate, as applicable, any further commitment to lend to the Borrowers, (iii) charge the default rate of interest on the DIP Facility, (iv) exercise such other remedies, including, without limitation, as against the Collateral or DIP Collateral, as may be available in the Interim Order and in law or equity. Such remedies shall be cumulative and not exclusive. After the occurrence and during the continuance of any Postpetition Default, all net proceeds received from the sale, disposition, collection or other realization upon the Collateral or the DIP Collateral shall be applied to Pre-Petition Obligations and Postpetition Obligations as may be determined by PNC in its sole and absolute discretion.

(c) Effective as of the date hereof, the Credit Agreement is hereby amended as follows:

(i) Section 6.5 of the Credit Agreement is hereby amended and restated as follows:

6.5. Budget. Each Borrower shall operate strictly in accordance with the Budget.

(ii) A new Section 9.16 is hereby added to the Credit Agreement as follows:

9.16. Reports. From and after the Petition Date, in addition to the other reports and deliverables set forth in this Article IX, Borrowers shall furnish the following:

(a) Not later than the close of business on Wednesday of each week, Borrowers will provide PNC with a variance report showing (A) actual receipts and expenses for the preceding week as compared to those contemplated by the Budget, and (B) aggregate actual receipts and expenses for the period from the Petition Date through the end of the preceding week as compared to cash flow projections contained in the Budget for the same period. Any variances shall be explained in a management explanation attached thereto.

(b) Such other reports that PNC or any Lender may request from time to time.

(c) Borrowers will provide or cause to be provided to PNC telephonic and/or written weekly reports (including operating metrics) by Borrowers as may be requested by PNC.

(iii) A new Section 7.23 is hereby added to the Credit Agreement as follows:

7.23. Chapter 11 Claims. Absent consent of PNC, Borrowers shall not incur, create, assume, suffer to exist, or permit any claim in the Case (including without limitation any claim under Section 506(c) of the Bankruptcy Code and any deficiency claim remaining after the satisfaction of a Lien that secures a claim) to be on a parity with or senior to the claims of PNC against Borrowers hereunder, or apply to the Bankruptcy Court for authority to do so. Borrowers shall not pay fees and expenses to any Bankruptcy Court-approved professional until such Bankruptcy Court-approved professional is authorized to be paid pursuant to any fee procedure approved by the Bankruptcy Court.

Section 3 **Conditions Precedent**. This Amendment shall not be effective until all corporate actions of Borrowers taken in connection herewith and the transactions contemplated hereby shall be satisfactory in form and substance to PNC in its sole discretion, and each of the following conditions precedent shall have been satisfied:

(a) PNC shall have received each of the following, in form and substance satisfactory to PNC and PNC's counsel, in their sole and absolute discretion:

(i) a certificate of a chief executive officer of Borrower certifying that (A) all representations and warranties in the Amendment are true and correct in all material respects, and (B) there exists no Postpetition Default after giving effect to the Amendment and the borrowings contemplated hereby; and

(ii) such other documents, instruments, and certificates as PNC shall deem necessary or appropriate in its sole discretion in connection with the Amendment and the transactions contemplated hereby.

(b) PNC shall have received a counterpart of the Amendment duly executed and delivered by a duly authorized officer of each of Borrowers.

(c) All governmental and third party approvals necessary in connection with the financing contemplated hereby and the continuing operations of Borrowers (including shareholder approvals, if any) shall have been obtained on satisfactory terms and shall be in full force and effect.

(d) The Bankruptcy Court's entry of the Interim Order approving the DIP Facility and other arrangements described herein, in form and substance acceptable to PNC in its sole discretion, which order may allow funding of only a limited amount pending entry of an order approving the DIP Facility on a final basis, in form and substance acceptable to PNC (i.e. the Final Order), and in accordance with the time frames herein, entry of the Final Order.

(e) The Bankruptcy Court's entry of a cash collateral order (the "**Cash Collateral Order**") in form and substance satisfactory to PNC in its sole discretion, which order may be included and part of the Interim Order and the Final Order.

(f) PNC shall have received the Budget which shall be in a form and substance acceptable to PNC in its sole discretion.

(g) PNC shall have received satisfactory evidence of Borrowers' engagement of an acting Chief Restructuring Officer (the "**CRO**") upon terms and conditions agreed among Borrowers and the CRO, which shall include a grant of authority by Borrowers and its board of directors and approval by the Bankruptcy Court of such CRO to:

(i) develop and implement the Budget, including the review and determination of underlying assumptions, including near term and projected margin outlook, and operating expense (Operations and G&A) and capital budgets;

(ii) develop and implement cost reduction plans, including the determination and setting of staffing levels;

(iii) identify and implement revenue enhancement opportunities and optimal supply strategies;

(iv) implement the foregoing in a manner consistent with the CRO's reasonable business judgment without prior consultation with Borrowers' board of directors; and

(v) communicate directly with PNC and deliver to PNC all information, reports and presentation materials prepared by the CRO.

(h) PNC shall have been reimbursed for all reasonable fees and expenses incurred by PNC, and PNC shall have received the portion of the commitment fee due on the Closing Date.

Section 4 **Representations and Warranties; Ratifications**. Each Borrower represents and warrants to PNC that

(a) this Amendment constitutes its legal, valid, and binding obligations, enforceable in accordance with the terms hereof (subject as to enforcement of remedies to any applicable bankruptcy, reorganization, moratorium, or other laws or principles of equity affecting the enforcement of creditors' rights generally), and that the obligations of Borrowers hereunder are joint and several;

(b) the Credit Agreement, as amended hereby, and the Other Documents, remain in full force and effect;

(c) as to Alamo, the Subordination Agreement (as defined in the Credit Agreement) remains in full force and effect; and

(d) other than as disclosed on Exhibit B, there exists no Event of Default under the Credit Agreement after giving effect to the Amendment. Except as expressly modified by the Amendment, the terms and provisions of the Credit Agreement and the Other Documents, including without limitation, the Subordination Agreement, are ratified and confirmed and shall continue in full force and effect. Except as expressly provided herein, the Amendment shall not constitute an amendment or waiver of any terms and provisions of the Credit Agreement or the Other Documents nor a waiver of the rights of PNC to insist upon compliance with each term, covenant, condition, or provision of the Credit Agreement or any Other Document.

Section 5 **Further Assurances**. Borrowers shall execute and deliver such further agreements, documents, instruments, and certificates in form and substance satisfactory to PNC, as PNC may deem necessary or appropriate in connection with this Amendment.

Section 6 **Counterparts**. The Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument; in making proof of such agreement, it shall not be necessary to produce or account for any counterpart other than one signed by the party against which enforcement is sought. Signatures delivered by fax and pdf (email) shall be binding and effective as originals.

Section 7 **Expenses**. Borrowers agree to pay all costs and expenses of PNC including, without limitation, those contemplated under Section 16.9 of the Credit Agreement and any Other Document and the DIP Orders, and expressly including, without limitation, fees, charges and expenses of McGlinchey Stafford, PLLC and Cox Smith Matthews Incorporated or any other consultant for or advisor to PNC in connection with the preparation, negotiation, execution, delivery and administration of the Amendment and all other instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith (all such costs and expenses, "**PNC's Expenses**"). In addition, Borrowers agree to save and hold harmless PNC from all liability for PNC's Expenses. All of PNC's Expenses constitute Postpetition Obligations under the Credit Agreement, as amended by the Amendment. Each Borrower acknowledges that it will receive a summary invoice reflecting only the total amount due and that such summary invoice will not contain any narrative description of the services provided by McGlinchey Stafford, PLLC or Cox Smith Matthews Incorporated or any other consultant or advisor. Each Borrower agrees that delivery of such summary invoices shall not in any way constitute a waiver of any right or privilege of PNC associated with such invoices. PNC is authorized by Borrowers to charge the DIP Facility and/or Borrowers' deposit accounts with Texas Capital Bank, over which accounts PNC has a control agreement, for any and all of PNC's Expenses from time to time as determined by PNC. All obligations provided in this Section 7 shall survive any termination of the Amendment, the Credit Agreement or any Other Document. Borrower agrees and intends that each transfer to or for the benefit of PNC made or to be made under this Section 7 (a) are made according to ordinary business terms between Borrowers and PNC taking into account Borrowers' business and financial affairs and (b) are intended by Borrowers and PNC to be a contemporaneous exchange for new value given to Borrowers by PNC as set forth herein.

Section 8 **Indemnification**. Borrowers hereby agree, jointly and severally, to indemnify PNC, its officers, directors, representatives, employees, independent contractors, attorneys and agents, and their successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against PNC or any Lender in any way relating to or arising out of or any action taken or omitted by PNC or any Lender under the Amendment or in any way relating to the Postpetition Advances; provided that Borrowers shall not be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements resulting from PNC's gross negligence or willful misconduct.

Section 9 **WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWERS HEREBY WAIVE ANY RIGHT THAT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE (WHETHER A CLAIM IN TORT, CONTRACT, EQUITY, OR OTHERWISE) ARISING UNDER OR RELATING TO THE AMENDMENT, THE CREDIT AGREEMENT OR ANY OTHER DOCUMENT, OR ANY RELATED MATTERS, AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.**

Section 10 **GOVERNING LAW. THE AMENDMENT, THE CREDIT AGREEMENT AND THE OTHER DOCUMENTS SHALL BE DEEMED CONTRACTS MADE UNDER THE LAWS OF THE STATE OF TEXAS AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCEPT TO THE EXTENT (1) FEDERAL LAWS GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT, AND INTERPRETATION OF ALL OR ANY PART OF THIS AGREEMENT AND ALL DOMESTIC LOAN DOCUMENTS OR (2) STATE LAW GOVERNS UCC COLLATERAL INTERESTS FOR PROPERTIES OUTSIDE THE STATE OF TEXAS. WITHOUT EXCLUDING ANY OTHER JURISDICTION, BORROWERS AGREES THAT BOTH THE BANKRUPTCY COURT AND THE COURTS OF TEXAS WILL HAVE JURISDICTION OVER PROCEEDINGS IN CONNECTION HEREWITH.**

Section 11 **ENTIRE AGREEMENT. THE AMENDMENT, THE CREDIT AGREEMENT AND THE OTHER DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

Section 12 **Agreement of Advertising and AlaMark**. By signing this Amendment, Advertising and AlaMark hereby agree to acknowledge that they are parties not only to this Amendment, but they also hereby agree to become parties to the Credit Agreement and the Other Documents prospectively, from and including the date hereof.

[Remainder of page left intentionally blank. Signature pages follow.]

BORROWERS:

ALAMO IRON WORKS, INC.,
a Texas corporation

By: ______________________________
Name: ______________________________
Title: ______________________________

SOUTHWEST WHOLESALE SUPPLY CO, INC., a Texas corporation

By: ______________________________
Name: ______________________________
Title: ______________________________

ALAMO ADVERTISING, INC.,
a Texas corporation

By: ______________________________
Name: ______________________________
Title: ______________________________

ALAMARK TECHNOLOGIES, L.P., a Texas limited partnership

By: AIG Management, LLC,
a Texas limited liability company,
its general partner

By: ________________________
Name: ________________________
Title: ________________________

PNC:

PNC BANK, NATIONAL ASSOCIATION

By: ______________________________
Name: ______________________________
Title: ______________________________

EXHIBIT A
FORM OF POSTPETITION NOTICE OF BORROWING

Date:____________________

PNC Bank, National Association
2100 Ross Avenue, Suite 1850
Dallas, Texas 75201
Attn: Ms. Anita Inkollu

Re: Request For Postpetition Advance

This Request for Borrowing has been prepared and is being delivered to PNC pursuant to Section 2.24(b) of that certain REVOLVING CREDIT, TERM LOAN AND SECURITY CREDIT AGREEMENT by and among Alamo Iron Works, Inc., Southwest Wholesale Supply Co., Inc. (collectively, "**Borrowers**"), and PNC Bank, National Association ("**PNC**"), dated as of December 23, 2009 (as amended by DEBTOR IN POSSESSION FINANCING AGREEMENT AND AMENDMENT TO REVOLVING CREDIT, TERM LOAN AND SECURITY CREDIT AGREEMENT dated as of April __, 2010, the "**Credit Agreement**"). Capitalized terms in this document shall have the meanings assigned to them in the Credit Agreement unless otherwise provided herein or the context hereof otherwise requires.

Borrowers hereby (i) requests that Lenders make a Postpetition Advance (i) in the aggregate principal amount of $ ____________ on ________________, 20__, and (ii) certifies that the proceeds of such Postpetition Advance shall be used for Budgeted Expenses in compliance with the Budget and no other cash is available to Borrowers to pay such Budgeted Expenses.

The undersigned (in his or her representative capacity and not in his or her individual capacity) hereby represents and warrants, to the best of his or her knowledge, to PNC that all of the representations and warranties contained in Section 4 of the Amendment are true and correct in all material respects as of the date hereof, with the same force and effect as if made on the date hereof, and that no Postpetition Default or condition, event or act which with the giving of notice or lapse of time, or both, would constitute a Postpetition Default exists and is continuing on this date, unless noted below (if such a condition, event or act is so noted, there shall also be noted below the nature, period of existence thereof and the action which Borrowers is taking or propose to take with respect thereto).

ALAMO IRON WORKS, INC.

By: ______________________________
Name: ______________________________
Title: ______________________________

SOUTHWEST WHOLESALE SUPPLY CO., INC.

By: ______________________________
Name: ______________________________
Title: ______________________________

ALAMO ADVERTISING, INC.,
a Texas corporation

By: ______________________________
Name: ______________________________
Title: ______________________________

ALAMARK TECHNOLOGIES, L.P., a Texas limited partnership

By: AIG Management, LLC,
a Texas limited liability company,
its general partner

By: ________________________
Name: ________________________
Title: ________________________

EXHIBIT B
DEFAULTS EXISTING ON PETITION DATE

EXHIBIT C
BUDGET

[Attached]

EXHIBIT D
INTERIM ORDER

EXHIBIT 2

Alamo Iron Works, Inc. & Southwest Wholesale Supply Co., Inc.
Weekly Cash Flow and Residual Operations Projections
Assumptions

General Assumptions

a. The beginning A/R and Inventory balances are from the borrowing base as of 4/2/10.

b. Certain expenditures assume that certain First Day Motions are approved by the Court for payment. These include, but are not limited to payroll, taxes and critical vendors.

c. Sales are assumed to increase due to an increase in inventory availability. This is contrary to conventional assumptions that upon bankruptcy customer are hesitant to order from a bankrupt company. This conventional assumption is offset by the fact that the company has only been able to fill between 85% and 90% of its orders due to a lack of inventory. The proposed DIP facility allows for additional availability to purchase inventory and therefore actually slightly increase sales.

d. Critical vendor and prepetition check clearing depend upon approval of the Court.

e. Beginning Debt for Week 1 includes the prepetition draw on the revolver on 4/5/10. Cash on hand is used to fund operations before drawing on the DIP.

Cash Receipts Assumptions

a. Projected collections are assumed to be collected based upon a % of the A/R balance less than 90 days outstanding. The initial collection % is set at approximately 23%.

b. The 363 sale is assumed to be consummated during the week of June 11, 2010.

c. Collection of the outstanding balance of A/R will continue after the 363 sale for a 5% fee.

Disbursement Assumptions:

a. Additional inventory purchases of $200,000 per week is scheduled for weeks 2, 3 and 4.

b. Expenses are based upon the average payments for the last 4 weeks. Expenditures are based on a check written/book value basis

c. DIP fees of $150,000 are estimated to paid $50,000 upon filing and $100,000 at maturity. Interest rate is assumed to be Base Rate of 3.25% plus 3.5%. A $3,000 monthly collateral fee and a 2.0% unused commitment fee.

d. Prepetition sales taxes due from prior year audit are paid prior to filing.

THIS IS A SUMMARY OF INFORMATION AVAILABLE AS OF 3/26/10. THIS PRESENTATION INCLUDES FORECASTS, PROJECTIONS AND OTHER PREDICTIVE INFORMATION THAT REPRESENTS ASSUMPTIONS AND EXPECTATIONS IN LIGHT OF CURRENTLY AVAILABLE INFORMATION. THIS PRESENTATION IS BASED UPON CURRENT TRENDS AND CIRCUMSTANCES INVOLVING CUSTOMERS, VENDORS, EMPLOYEES AND OTHER THIRD PARTIES, AND THEY INVOLVE RISKS, VARIABLES AND UNCERTAINTIES. THE ACTUAL RESULTS MAY DIFFER FROM THOSE PRESENTED HEREIN. CONSEQUENTLY, NO GUARANTEE OR ASSURANCE IS PRESENTED OR IMPLIED AS TO THE ACCURACY OF SPECIFIC FORECASTS, PROJECTIONS OR PREDICTIVE INFORMATION CONTAINED HEREIN.

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ALAMO IRON WORKS & SOUTHWEST WHOLESALE SUPPLY
Cash Flow Summary
$ Thousands

Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Week Ending Date	9-Apr	16-Apr	23-Apr	30-Apr	7-May	14-May	21-May	28-May	4-Jun	11-Jun	18-Jun	25-Jun	2-Jul	9-Jul	16-Jul	23-Jul	30-Jul	6-Aug
Cash Receipts:																		
A/R Collections	$ 1,138	$ 1,105	$ 1,123	$ 1,117	$ 1,134	$ 1,128	$ 1,154	$ 1,143	$ 1,161	$ 1,148	$ 1,151	$ 889	$ 687	$ 530	$ 409	$ 316	$ 244	$ 188
Sale of Assets	-	-	-	-	-	-	-	-	-	8,000	-	-	-	-	-	-	-	-
Additional Inventory on Closing	-	-	-	-	-	-	-	-	-	500	-	-	-	-	-	-	-	-
Total Receipts	1,138	1,105	1,123	1,117	1,134	1,128	1,154	1,143	1,161	9,648	1,151	889	687	530	409	316	244	188
Cash Disbursements																		
Operating Disbursements:																		
Inventory Purchases	918	1,001	1,024	781	780	784	778	785	778	771	-	-	-	-	-	-	-	-
Payroll - weekly inc taxes	76	76	76	76	76	76	76	76	76	76	76	-	-	-	-	-	-	-
Payroll - biweekly inc taxes	-	201	-	184	-	201	-	184	-	201	101	-	-	-	-	-	-	-
Payroll - benefits	24	4	108	14	67	17	11	14	67	4	11	-	49	-	-	-	-	-
Utilities	-	21	29	-	-	-	29	-	-	29	-	-	15	-	-	-	-	-
Insurance	-	-	-	-	27	-	-	-	27	-	-	-	-	-	-	-	-	-
Property & Franchise Tax	-	-	-	-	-	-	-	-	-	294	-	-	-	-	-	-	-	-
Sales taxes	-	86	-	-	-	81	-	-	-	70	-	-	24	-	-	-	-	-
Other operating expenses	50	50	50	50	50	50	50	50	50	50	50	-	-	-	-	-	-	-
Representment of checks of court approved items	-	50	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Critical vendor payments	-	-	225	225	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other / A/R collection fees	-	-	-	-	-	-	-	-	-	-	58	44	34	27	20	16	12	9
Total Operating Disbursements	1,068	1,489	1,512	1,330	1,000	1,209	944	1,109	998	1,496	296	44	121	27	20	16	12	9
Non-Operating Disbursements:																		
Professional fees	85	61	55	53	42	42	42	42	42	42	2	-	-	-	-	-	-	-
Adequate Protection & DIP Fees & Int. 6.75%	104	-	-	-	61	-	-	-	63	-	-	-	30	-	109	-	-	-
Term loan principal payments	-	-	-	-	30	-	-	-	30	-	-	-	-	-	-	-	-	-
Debt & capital lease payments	9	-	-	2	-	9	-	1	1	1	-	-	-	-	-	205	-	-
US Trustee & filing fees	5	-	-	13	-	-	-	-	-	-	-	-	-	-	-	-	13	-
Total Non-Operating Disbursements	203	61	55	68	133	51	42	43	136	43	2	-	30	-	109	205	13	-
Contingency / float	-	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Total Cash Disbursements	1,271	1,555	1,572	1,403	1,138	1,265	991	1,157	1,139	1,544	303	49	156	32	134	226	30	14
Net Cash Flow	$ (133)	$ (450)	$ (448)	$ (286)	$ (4)	$ (137)	$ 163	$ (15)	$ 22	$ 8,104	$ 848	$ 840	$ 530	$ 498	$ 276	$ 90	$ 214	$ 174
Cumulative Cash Flow	$ (133)	$ (582)	$ (1,031)	$ (1,317)	$ (1,320)	$ (1,458)	$ (1,295)	$ (1,310)	$ (1,287)	$ 6,817	$ 7,665	$ 8,505	$ 9,036	$ 9,534	$ 9,810	$ 9,900	$ 10,114	$ 10,288
Loan Facilities:																		
Revolver Loan/DIP Facility																		
Beginning Balance	$ 4,764	$ 4,289	$ 4,738	$ 5,187	$ 5,473	$ 5,477	$ 5,614	$ 5,451	$ 5,466	$ 5,444	$ 2,219	$ 1,371	$ 531	$ 0	$ (498)	$ (773)	$ (864)	$ (1,078)
Less Collections	(1,138)	(1,105)	(1,123)	(1,117)	(1,134)	(1,128)	(1,154)	(1,143)	(1,161)	(4,768)	(1,151)	(889)	(687)	(530)	(409)	(316)	(244)	(188)
Plus Draw for Disbursements	663	1,555	1,572	1,403	1,138	1,265	991	1,157	1,139	1,544	303	49	156	32	134	226	30	14
Ending Balance	4,289	4,738	5,187	5,473	5,477	5,614	5,451	5,466	5,444	2,219	1,371	531	0	(498)	(773)	(864)	(1,078)	(1,252)
Term Loan																		
Beginning Balance	4,940	4,940	4,940	4,940	4,940	4,910	4,910	4,910	4,910	4,880	-	-	-	-	-	-	-	-
Less Payments	-	-	-	-	(30)	-	-	-	(30)	(4,880)	-	-	-	-	-	-	-	-
Ending Balance	4,940	4,940	4,940	4,940	4,910	4,910	4,910	4,910	4,880	-	-	-	-	-	-	-	-	-
Total Debt	$ 9,229	$ 9,678	$ 10,127	$ 10,413	$ 10,387	$ 10,524	$ 10,361	$ 10,376	$ 10,324	$ 2,219	$ 1,371	$ 531	$ -	$ -	$ -	$ -	$ -	$ -
Beginning Cash	$ 608	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -								
Draws	663	1,555	1,572	1,403	1,138	1,265	991	1,157	1,139	1,544								
Disbursements	(1,271)	(1,555)	(1,572)	(1,403)	(1,138)	(1,265)	(991)	(1,157)	(1,139)	(1,544)								
Ending Cash	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (0)	$ 498	$ 773	$ 864	$ 1,078	$ 1,252
Availability:																		
A/R Collateral	$ 3,770	$ 3,804	$ 3,795	$ 3,843	$ 3,834	$ 3,907	$ 3,888	$ 3,936	$ 3,908	$ 4,104	$ 3,148	$ 2,410	$ 1,840	$ 1,400	$ 1,060	$ 798	$ 595	$ 439
Inventory Collateral	2,216	2,335	2,471	2,460	2,448	2,436	2,424	2,412	2,400	-	-	-	-	-	-	-	-	-
Total Borrowing Base Collateral	5,986	6,139	6,267	6,303	6,282	6,343	6,312	6,348	6,308	4,104	3,148	2,410	1,840	1,400	1,060	798	595	439
Available Block	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Available	5,986	6,139	6,267	6,303	6,282	6,343	6,312	6,348	6,308	4,104	3,148	2,410	1,840	1,400	1,060	798	595	439
Revolver (LIBOR & Base Rate)	(4,289)	(4,738)	(5,187)	(5,473)	(5,477)	(5,614)	(5,451)	(5,466)	(5,444)	(2,219)	(1,371)	(531)	-	-	-	-	-	-
Calculated Net Available	$ 1,698	$ 1,401	$ 1,080	$ 830	$ 805	$ 729	$ 861	$ 882	$ 864	$ 1,884	$ 1,777	$ 1,879	$ 1,840	$ 1,400	$ 1,060	$ 798	$ 595	$ 439

4/8/2010

DRAFT FOR DISCUSSION PURPOSES ONLY

ALAMO IRON WORKS & SOUTHWEST WHOLESALE SUPPLY
Cash Flow - Detail - Sales, A/R
$ Thousands

Week		Estimated	Estimated	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Week Ending Date		26-Mar	2-Apr	9-Apr	16-Apr	23-Apr	30-Apr	7-May	14-May	21-May	28-May	4-Jun	11-Jun	18-Jun	25-Jun	2-Jul	9-Jul	16-Jul	23-Jul	30-Jul	6-Aug
SALES																					
Supply - Barry		388	$ 339	$ 445	$ 545	$ 545	$ 545	$ 545	$ 545	$ 545	$ 545	$ 545	$ 545	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SSC - Barry		250	252	250	260	250	260	250	260	250	260	250	260	-	-	-	-	-	-	-	-
SSG Govt, Contractors, Sply & SSC - Rudy		50	50	103	103	103	103	111	107	109	108	109	108	-	-	-	-	-	-	-	-
SWS - Diversity		50	75	58	58	58	58	58	58	58	58	58	58	-	-	-	-	-	-	-	-
SWS - Industrial & Regular Resellers		31	36	36	36	36	36	36	36	36	36	36	36	-	-	-	-	-	-	-	-
Fab Contract - Backlog		90	66	-	80	-	90	-	130	-	110	-	50	-	-	-	-	-	-	-	-
Fab Contract - budgeted sales not on backlog		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fab Labor		28	32	32	32	32	32	32	32	32	32	32	32	-	-	-	-	-	-	-	-
Rebar Contract - Backlog		11	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rebar Contact - net to budget		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rebar Labor		22	51	50	50	50	50	50	50	50	50	50	50	-	-	-	-	-	-	-	-
Sales tax at average rate all sales	2.15%	20	18	21	21	21	21	23	26	23	26	23	24	-	-	-	-	-	-	-	-
Total Sales		940	919	994	1,184	1,094	1,194	1,105	1,244	1,103	1,225	1,103	1,164	-	-	-	-	-	-	-	-
Advance Rate		83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%
		$ 780	$ 763	$ 825	$ 983	$ 908	$ 991	$ 917	$ 1,032	$ 916	$ 1,016	$ 915	$ 966	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ACCOUNTS RECEIVABLE ROLLFORWARD																					
AIW & SWS A/R Beg of Week		$ 6,964	$ 6,803	$ 6,582	$ 6,438	$ 6,518	$ 6,489	$ 6,566	$ 6,537	$ 6,653	$ 6,602	$ 6,684	$ 6,625	$ 6,641	$ 5,490	$ 4,600	$ 3,914	$ 3,384	$ 2,974	$ 2,658	$ 2,414
Sales		940	919	994	1,184	1,094	1,194	1,105	1,244	1,103	1,225	1,103	1,164	-	-	-	-	-	-	-	-
Collections Posted by Credit		(1,101)	(1,140)	(1,138)	(1,105)	(1,123)	(1,117)	(1,134)	(1,128)	(1,154)	(1,143)	(1,161)	(1,148)	(1,151)	(889)	(687)	(530)	(409)	(316)	(244)	(188)
Adjustments / Asset Sales																					
AIW & SWS A/R End of Week		$ 6,803	$ 6,582	$ 6,438	$ 6,518	$ 6,489	$ 6,566	$ 6,537	$ 6,653	$ 6,602	$ 6,684	$ 6,625	$ 6,641	$ 5,490	$ 4,600	$ 3,914	$ 3,384	$ 2,974	$ 2,658	$ 2,414	$ 2,226
Collections as % of less than 90 beginning A/R		22.8%	22.8%	22.8%	22.8%	22.8%	22.8%	22.8%	22.8%	22.8%	22.8%	22.8%	22.8%	22.8%	22.8%	22.8%	22.8%	22.8%	22.8%	22.8%	22.8%
ACCOUNTS RECEIVABLE AGINGS																					
AIW Accounts Receivable End of Week																					
Current		$ 3,134	$ 2,904	$ 2,760	$ 2,895	$ 2,814	$ 2,923	$ 2,852	$ 2,996	$ 2,889	$ 3,012	$ 2,905	$ 2,963	$ 1,789	$ 1,356	$ 838	$ 509	$ 227	$ 21	$ (143)	$ (268)
31-60 days		1,220	1,129	1,129	1,073	1,126	1,094	1,136	1,109	1,165	1,123	1,171	1,130	1,152	695	527	326	198	88	8	(56)
61-75 days		78	226	226	226	226	226	226	226	226	226	226	226	226	226	226	226	226	226	226	226
76-90 days		133	109	109	109	109	109	109	109	109	109	109	109	109	109	109	109	109	109	109	109
over 90 days		1,516	1,586	1,586	1,586	1,586	1,586	1,586	1,586	1,586	1,586	1,586	1,586	1,586	1,586	1,586	1,586	1,586	1,586	1,586	1,586
contention		15	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14
Total AIW A/R		6,096	5,968	5,824	5,904	5,875	5,952	5,923	6,039	5,988	6,070	6,011	6,027	4,876	3,986	3,300	2,770	2,360	2,044	1,800	1,612
SWS Accounts Receivable End of Week																					
Current		473	360	360	360	360	360	360	360	360	360	360	360	360	360	360	360	360	360	360	360
31-60 days		203	193	193	193	193	193	193	193	193	193	193	193	193	193	193	193	193	193	193	193
61-75 days		7	55	55	55	55	55	55	55	55	55	55	55	55	55	55	55	55	55	55	55
76-90 days		3	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
over 90 days		21	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
contention		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total SWS A/R		707	614	614	614	614	614	614	614	614	614	614	614	614	614	614	614	614	614	614	614
Total A/R		$ 6,803	$ 6,582	$ 6,438	$ 6,518	$ 6,489	$ 6,566	$ 6,537	$ 6,653	$ 6,602	$ 6,684	$ 6,625	$ 6,641	$ 5,490	$ 4,600	$ 3,914	$ 3,384	$ 2,974	$ 2,658	$ 2,414	$ 2,226

4/8/2010

DRAFT FOR DISCUSSION PURPOSES ONLY

ALAMO IRON WORKS & SOUTHWEST WHOLESALE SUPPLY
Cash Flow - Detail - Inventory & Borrowing Base
$ Thousands

Week	Estimated	Estimated	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Week Ending Date	26-Mar	2-Apr	9-Apr	16-Apr	23-Apr	30-Apr	7-May	14-May	21-May	28-May	4-Jun	11-Jun	18-Jun	25-Jun	2-Jul	9-Jul	16-Jul	23-Jul	30-Jul	6-Aug
INVENTORY ROLLFORWARD																				
Inventory At Beginning of Week	$ 4,862	$ 4,561	$ 4,462	$ 4,662	$ 4,862	$ 5,092	$ 5,072	$ 5,052	$ 5,032	$ 5,012	$ 4,992	$ 4,972	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Purchases - AIW & SWS Distribution (incl sply & ssc)	310	258	678	761	754	761	760	764	758	765	758	765	-	-	-	-	-	-	-	-
Cash in Advance Inventory Payments	-	-	200	200	200	-	-		-											
Less A/P items listed separately on cash flow	-	214	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
363 Sale of inventory	-	-	-	-	-	-	-	-	-	-	-	(4,938)	-	-	-	-	-	-	-	-
COS - AIW & SWS Distribution (incl sply & ssc)	(584)	(572)	(678)	(761)	(754)	(761)	(760)	(764)	(758)	(765)	(758)	(765)	-	-	-	-	-	-	-	-
Purchases - Rebar	-	41	40	40	70	20	20	20	20	20	20	6	-	-	-	-	-	-	-	-
COS - Rebar	(26)	(41)	(40)	(40)	(40)	(40)	(40)	(40)	(40)	(40)	(40)	(40)	-	-	-	-	-	-	-	-
Inventory At End of Week	$ 4,561	$ 4,462	$ 4,662	$ 4,862	$ 5,092	$ 5,072	$ 5,052	$ 5,032	$ 5,012	$ 4,992	$ 4,972	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
INVENTORY - END OF WEEK DETAIL																				
Supply	$ 2,133	$ 2,034	$ 2,234	$ 2,434	$ 2,634	$ 2,634	$ 2,634	$ 2,634	$ 2,634	$ 2,634	$ 2,634	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Equp Repair	3	3	3	3	3	3	3	3	3	3	3	-	-	-	-	-	-	-	-	-
AIW Products	270	270	270	270	270	270	270	270	270	270	270	-	-	-	-	-	-	-	-	-
Steel Svc Ctr	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	-	-	-	-	-	-	-	-	-
SWS	345	345	345	345	345	345	345	345	345	345	345	-	-	-	-	-	-	-	-	-
Subtotal	4,251	4,152	4,352	4,552	4,752	4,752	4,752	4,752	4,752	4,752	4,752	0	0	0	0	0	0	0	0	0
Rebar	310	310	310	310	340	320	300	280	260	240	220	-	-	-	-	-	-	-	-	-
Total Inventory	$ 4,561	$ 4,462	$ 4,662	$ 4,862	$ 5,092	$ 5,072	$ 5,052	$ 5,032	$ 5,012	$ 4,992	$ 4,972	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
BORROWING BASE COLLATERAL - end of week																				
Accounts Receivable	$ 6,803	$ 6,582	$ 6,438	$ 6,518	$ 6,489	$ 6,566	$ 6,537	$ 6,653	$ 6,602	$ 6,684	$ 6,625	$ 6,641	$ 5,490	$ 4,600	$ 3,914	$ 3,384	$ 2,974	$ 2,658	$ 2,414	$ 2,226
Less last day of week billings in transit	(250)	(250)	(199)	(237)	(219)	(239)	(221)	(249)	(221)	(245)	(221)	-	-	-	-	-	-	-	-	-
Total Ineligible A/R	(1,697)	(1,697)	(1,697)	(1,697)	(1,697)	(1,697)	(1,697)	(1,697)	(1,697)	(1,697)	(1,697)	(1,697)	(1,697)	(1,697)	(1,697)	(1,697)	(1,697)	(1,697)	(1,697)	(1,697)
Eligible A/R	4,856	4,635	4,543	4,584	4,573	4,630	4,619	4,708	4,685	4,742	4,708	4,944	3,793	2,903	2,217	1,687	1,277	961	717	529
Avg A/R advance rate (regular & progress billings)	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%
Net A/R Collateral	$ 4,030	$ 3,847	$ 3,770	$ 3,804	$ 3,795	$ 3,843	$ 3,834	$ 3,907	$ 3,888	$ 3,936	$ 3,908	$ 4,104	$ 3,148	$ 2,410	$ 1,840	$ 1,400	$ 1,060	$ 798	$ 595	$ 439
Inventory - end of week	$ 4,561	$ 4,462	$ 4,662	$ 4,862	$ 5,092	$ 5,072	$ 5,052	$ 5,032	$ 5,012	$ 4,992	$ 4,972	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Ineligible	(931)	(931)	(931)	(931)	(931)	(931)	(931)	(931)	(931)	(931)	(931)	-	-	-	-	-	-	-	-	-
Eligible	3,630	3,531	3,731	3,931	4,161	4,141	4,121	4,101	4,081	4,061	4,041	0	0	0	0	0	0	0	0	0
Advance Rate	59.4%	59.4%	59.4%	59.4%	59.4%	59.4%	59.4%	59.4%	59.4%	59.4%	59.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Net Inventory Collateral ($3million cap)	2,156	2,097	2,216	2,335	2,471	2,460	2,448	2,436	2,424	2,412	2,400	-	-	-	-	-	-	-	-	-
A/R Collateral	4,030	3,847	3,770	3,804	3,795	3,843	3,834	3,907	3,888	3,936	3,908	4,104	3,148	2,410	1,840	1,400	1,060	798	595	439
Inventory Collateral	2,156	2,097	2,216	2,335	2,471	2,460	2,448	2,436	2,424	2,412	2,400	-	-	-	-	-	-	-	-	-
TOTAL BORROWING BASE COLLATERAL	6,187	5,944	5,986	6,139	6,267	6,303	6,282	6,343	6,312	6,348	6,308	4,104	3,148	2,410	1,840	1,400	1,060	798	595	439
Availability Block	(1,000)	(1,000)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Collateral Available	$ 5,187	$ 4,944	$ 5,986	$ 6,139	$ 6,267	$ 6,303	$ 6,282	$ 6,343	$ 6,312	$ 6,348	$ 6,308	$ 4,104	$ 3,148	$ 2,410	$ 1,840	$ 1,400	$ 1,060	$ 798	$ 595	$ 439

4/8/2010

DRAFT FOR DISCUSSION PURPOSES ONLY

ALAMO IRON WORKS & SOUTHWEST WHOLESALE SUPPLY
Cash Flow - Detail - Expenses

$ Thousands																				
Week	Estimated	Estimated	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Week Ending Date	26-Mar	2-Apr	9-Apr	16-Apr	23-Apr	30-Apr	7-May	14-May	21-May	28-May	4-Jun	11-Jun	18-Jun	25-Jun	2-Jul	9-Jul	16-Jul	23-Jul	30-Jul	6-Aug
Expenses																				
Hourly PR ACH	$ 36	$ 40	$ 40	$ 40	$ 40	$ 40	$ 40	$ 40	$ 40	$ 40	$ 40	$ 40	$ 40	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Hourly PR Checks	21	21	21	21	21	21	21	21	21	21	21	21	21	-	-	-	-	-	-	-
Hourly PR Tax - Employer & Employee	14	18	15	15	15	15	15	15	15	15	15	15	15	-	-	-	-	-	-	-
401k and child support, etc	11	4	11	4	11	4	11	4	11	4	11	4	11	-	-	-	-	-	-	-
Salary PR ACH	138	-		150	-	138		150		138	-	150	75	-	-	-	-	-	-	-
Salary PR Tax - Employer & Employee	-	46		51	-	46		51		46	-	51	26	-	-	-	-	-	-	-
Fab & Rebar Employee Reductions incl Vac pay -proj.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Distribution & Admin Excl Drivers - projected	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Federal & State Unemployment Tax	-	-	-	-	97	-	-	-	-	-	-	-	-	-	49	-	-	-	-	-
Ins - AFLAC & UNUM & Dental	-	10	-	-	-	10	-	-	-	10	-	-	-	-	-	-	-	-	-	-
Ins - Health - BCBS w/h mo 1, ACH due end mo 2	-	56	-	-	-	-	56	-	-	-	56	-	-	-	-	-	-	-	-	-
Ins - WorkComp - Tx Mutual assume due 20th	-	-	13	-	-	-	-	13	-											
Total Payroll & Benefits	$ 220	$ 195	$ 100	$ 281	$ 184	$ 274	$ 143	$ 294	$ 87	$ 274	$ 143	$ 281	$ 188	$ -	$ 49	$ -	$ -	$ -	$ -	$ -
Gas & Electric - CPS Energy	$ -	$ -	$ -	$ -	$ 21	$ -	$ -	$ -	$ 21	$ -	$ -	$ 21	$ -	$ -	$ 11	$ -	$ -	$ -	$ -	$ -
Utility Deposits	-	-	-	21	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Phones - AT&T	8	-	-	-	8	-	-	-	8	-	-	8	-	-	4	-	-	-	-	-
Property & Casualty Insurance - Central	-	27	-	-	-	-	27	-	-	-	27	-	-	-	-	-	-	-	-	-
Property & Franchise Tax	-	-	-	-	-	-	-	-	-	-	-	294	-	-	-	-	-	-	-	-
Sales Tax Audit	-	305	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sales Tax	-	-	-	86	-	-	-	81	-	-	-	70	-	-	24	-	-	-	-	-
Other Operating Expenses	-	113	50	50	50	50	50	50	50	50	50	50	50	-	-	-	-	-	-	-
Other Expenses	$ 8	$ 332	$ -	$ 107	$ 29	$ -	$ 27	$ 81	$ 29	$ -	$ 27	$ 393	$ -	$ -	$ 39	$ -	$ -	$ -	$ -	$ -

DRAFT FOR DISCUSSION PURPOSES ONLY

ALAMO IRON WORKS & SOUTHWEST WHOLESALE SUPPLY
Cash Flow - Detail - Professional Fees
$ Thousands

Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	Total
Week Ending Date	9-Apr	16-Apr	23-Apr	30-Apr	7-May	14-May	21-May	28-May	4-Jun	11-Jun	18-Jun	25-Jun	2-Jul	9-Jul	16-Jul	23-Jul	30-Jul	6-Aug	1 to 18
Professional Fees & Expenses																			
Professional fees - Debtor BDO inc. FINRA	$ 45	$ 31	$ 31	$ 31	$ 20	$ 20	$ 20	$ 20	$ 20	$ 20	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 258
Professional fees - Debtor LB	40	25	20	20	20	20	20	20	20	20	-	-	-	-	-	-	-	-	225
Professional fees - Creditors Committee	-	5	4	2	2	2	2	2	2	2	2	-	-	-	-	-	-	-	25
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Professional Fees - Carve-Out	$ 85	$ 61	$ 55	$ 53	$ 42	$ 42	$ 42	$ 42	$ 42	$ 42	$ 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 508
Total Professional Fees	$ 85	$ 61	$ 55	$ 53	$ 42	$ 42	$ 42	$ 42	$ 42	$ 42	$ 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 508

EXHIBIT 3

DRAFT FOR DISCUSSION PURPOSES ONLY

ALAMO IRON WORKS & SOUTHWEST WHOLESALE SUPPLY
Cash Flow - Detail - Professional Fees
$ Thousands

Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	Total
Week Ending Date	9-Apr	16-Apr	23-Apr	30-Apr	7-May	14-May	21-May	28-May	4-Jun	11-Jun	18-Jun	25-Jun	2-Jul	9-Jul	16-Jul	23-Jul	30-Jul	6-Aug	1 to 18
Professional Fees & Expenses																			
Professional fees - Debtor BDO inc. FINRA	$ 45	$ 31	$ 31	$ 31	$ 20	$ 20	$ 20	$ 20	$ 20	$ 20	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 258
Professional fees - Debtor LB	40	25	20	20	20	20	20	20	20	20	-	-	-	-	-	-	-	-	225
Professional fees - Creditors Committee	-	5	4	2	2	2	2	2	2	2	2	-	-	-	-	-	-	-	25
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Professional Fees - Carve-Out	$ 85	$ 61	$ 55	$ 53	$ 42	$ 42	$ 42	$ 42	$ 42	$ 42	$ 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 508
Total Professional Fees	$ 85	$ 61	$ 55	$ 53	$ 42	$ 42	$ 42	$ 42	$ 42	$ 42	$ 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 508